City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Wednesday, May 13, 2020

10:00 AM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 20-239 Approve the Agenda for the Regular meeting of May 13, 2020, as presented or with amendments.

Attachments: 05-13-2020 Short Agenda ADA-1.pdf

MINUTES:

II.2(a) 20-226 Approve the Minutes for the Emergency City Council Meeting of April 2, 2020, as written or with amendments.

Attachments: 04-02-2020 Minutes ADA.pdf

Exhibit A-FFCRA COVID19 Updated.pdf

II.2(b) 20-227 Approve the Minutes of the Regular City Council Meeting of April 8, 2020, as written or with amendments.

Attachments: 04-08-2020 Minutes ADA.pdf

II.2(c) 20-234 Approve the Minutes of the Special City Council meeting of April 14, 2020, as written or with amendments.

Attachments: 04-14-2020 Final Draft ADA.pdf

Exhibit A - Memo from FCCMA.pdf

Exhibit B - SGR Powerpoint Presentation.pdf

Exhibit C - Memo from Colin Baenzinger & Associates.pdf

Exhibit D - E-Comments.pdf

Exhibit E - Email from David Prather.pdf

II.2(d) 20-245 Approve the Minutes of the Regular City Council meeting of April 22, 2020, as written or with amendments.

Attachments: 04-22-2020 Minutes ADA.pdf
Exhibit A-E-comment from Dr. Hawkins-Smith.pdf
EXHIBIT B-E-Comment from Kirkpatrick, Emails from Rogers, Etz.pdf

III. AWARDS AND PRESENTATIONS:

III.1 20-235 Proclamation: Proclaiming the week of May 17-23, 2020, as "National Public Works Week".

Attachments: National Public Works Week.pdf

IV. DELEGATIONS:

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

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

V. REPORTS:

VI. CONSENT AGENDA:

VI.1 20-224 Approve Task Order 2020-10 with Jacobs Engineering Group (Jacobs) to Assist the Dyal Water Treatment Plant (WTP) to Support the Supervisory Control and Data Acquisition (SCADA) System; Approve a Resolution Amending the FY2020 Budget, BAF # 20-059-T. (Utilities Director)

Attachments: TO-JACOBS 2020-10 - $175,000.00 - UT-DYAL.pdf
Cocoa SCADA Support Services FY20 SOW 2020_04_13.pdf
COI - Jacobs Eng -- Expires 07.01.2020.pdf
RFQ-20-03-COC JACOBS ENG. GROUP AGREEMENT.pdf
Budget Resolution FY 2020.docx
BAF 20-059-T -UT-SCADA Support Services-Jacobs (5-13-20).pdf

VI.2 20-237 Approve a Resolution amending the FY20 Budget and corresponding Budget Amendment Form # 20-064-A accepting receipt of $67,189 reimbursement for the Save Our Indian River Lagoon (SOIRL) cost-share funding increase for the Church Street Baffle Box Project. (Public Works Director)

Attachments: Signed SOIRL Cost-Share Funding Contract Amendment.pdf
Budget Resolution FY 2020.docx
BAF 20-064-A -PW-SOIRL Reimbursement (05-13-20) Agenda 20-237.pdf

VI.3 20-248 Approval of City Manager recruitment materials developed by Mercer Group, Inc. (Administrative Services Director)

VI.4 20-251 Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Purchasing Services from DP Development, LLC, Palm Springs, Florida, to Relocate 16” AC Water Main as part of Florida Department of Transportation Project E5Z88 - 16” Water Main Deflection. (Utilities Director)

Attachments: Fdot E5Z88-Change Order Request-16 in wm deflection-revised 4-20-20.pdf
Resolution Sole Source -DP Development (File 20-251).doc
Approved Utility Permit Package.pdf
Contract Plans-437937-1-52-01.pdf

VII. PUBLIC HEARINGS:

VII.1 20-228 Conduct a Public Hearing to review the real property inventory list and approve a Resolution identifying certain real property within the City to which the City holds fee simple title that is appropriate for permanent affordable housing. (Community Services Director)

Attachments: Resolution 2020- Inventory List.docx
Exhibit A - Inventory List for Affordable Housing.docx
Florida Statutes 166.0451 Disposition of municipal property for affordable housi
Interlocal Agreement - Transmittal.pdf
Proof Ad Inventory List.pdf

VII.2 20-242 Conduct a Public Hearing to amend the FY 2019/2020 CDBG Action Plan to allocate Community Development Block Grant Coronavirus (CDBG-CV) funds and add activities in accordance with the City's CDBG Citizen Participation Plan; authorize submission of the substantial amendment to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements related to CDBG-CV. (Community Services Director)

Attachments: Exhibit A Allocation Letter.pdf
Exhibit B Ad Proof.pdf
Exhibit C Quick Guide.pdf
Exhibit D Public Hearing.pdf
SF424 CDBG-CV.pdf
SF424D CDBG-CV.pdf
Non State Certifications CDBG-CV.pdf

VIII. COUNCIL BUSINESS:

VIII.1 20-240 Consider the Reappointment of Bruce Gilmore, as a regular member of the Board of Adjustment, through May, 2023. (Administrative Services Director)

Attachments: Bruce Gilmore - reappointment.pdf
BOA Roster.pdf

VIII.2 20-244 Consider the Removal of Mr. Jim McCarthy as the Citizen Representative for the Space Coast TPO Citizen Advisory Committee (CAC) and begin to accept applications for both a new Cocoa Citizen Representative and an Alternate member. (Administrative Services Director)

Attachments: McCarthy Original Appointment Letter.pdf
CAC 2019 Attendance.pdf

VIII.3 20-253 Accept the Comprehensive Annual Financial Report (CAFR) and the Audit Report for Fiscal Year 2019. (Finance Director)

Attachments: End Com Ltr City of Cocoa SIGNED.pdf
FY19 MSL Presentation to Council.pptx
Cocoa-CAFR-Final 5.1.20.pdf

IX. CITY BUSINESS:

IX.1 20-238 Approve a Resolution revising the building permit fee schedule related to the issuance of building permits pursuant to the Florida Building Code and repealing Resolution 2013-037 in its entirety. (Community Services Director)

Attachments: Resolution 2020- Cocoa Building Permit Fees.pdf
Exhbit A - Cocoa Building Permit Fee Schedule.pdf

MULTI-YEAR CONTRACTS:

IX.2 20-201 Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Services from Spectrum; To Execute a Multi-Year Spectrum Customer Service Order between the City of Cocoa and Charter Communications Operating, LLC on behalf of Spectrum. (Utilities Director)

Attachments: Resolution Sole Source - Spectrum.doc
City of Cocoa - EPL - Cocoa PD to Dyal Water Tx Plant_SA2.pdf

IX.3 20-225 Approve the Resolution waiving the competitive bidding process by reason of single source for Esri, Inc., approve the multi-year Esri Small Municipal and County Government Enterprise Agreement, approve the multi-year Esri Small Utility Enterprise Agreement, and authorize the City Manager to approve and sign each of the license agreements pending City Council approval of the FY2021 budget. (Interim City Manager)

Attachments: City of Cocoa Esri EA Renewal 2020.pdf
Cocoa Utilities Esri EA Renewal 2020.pdf
SS Ltr for City of Cocoa (SGEA).pdf
SS Ltr for City of Cocoa (SUEA).pdf
Esri Single Source Resolution.doc

IX.4 20-252 Approval of multi-year Work Experience Agreement between CareerSource Brevard and the City of Cocoa dated June 1, 2020 through September 1, 2023 which will allow youth participation in a paid employment program through grant funding; Authorize the City Manager and City Attorney to prepare and execute the Agreement consistent with this agenda item. (Administrative Services Director)

IX.5 20-254 Approve a multi-year lease agreement with Sissine's Office Systems, Inc. for copiers under the terms and conditions of the U.S. Communities Ricoh and Canon contracts and authorize the City Manager to execute the U.S. Communities Product Schedule, U.S. Communities Master Lease Agreement, U.S. Communities Master Lease Agreement Addendum City of Cocoa, Florida, Sissine's Business Solutions Sales Order, and Sissine's Business Solutions Service Level Agreement. (Interim City Manager)

Attachments: Sissine's Complete Order Packet with all Documents.pdf

Sissines Proposal - Copier Locations.xlsx

X. INFORMATIONAL AGENDA:

X.1 20-247 Cocoa Police Department District Event Statistics for the month of March, 2020. (Chief of Police)

Attachments: Mar 2020 Council Report by District .pdf

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

Due to the COVID-19 Emergency and the closing of City Hall to the public to limit public gatherings in accordance with Federal and State directives, the City of Cocoa will be utilizing Communications Media Technology (CMT) for upcoming City Council meetings pursuant to the Governor's Executive Order Number 20-69 and Florida Statutes, Section 120.54(5)(b)(2), specifically one or more members of the City Council may attend and participate by speakerphone. In-person attendance by the public will not be allowed at this meeting due to the COVID-19 Emergency and the closing of City Hall to the public. However, interested persons are encouraged to view and listen to the meeting by accessing the meeting at the following internet addresses:

(1) https://tinyurl.com/s5e875r or
(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody

In addition, interested persons may submit their written comments or questions regarding the meeting prior to and during the meeting through Email, via the following email address: meetings@cocoafl.org. Interested persons who wish to provide public input during the meeting will also be able to do so by calling 321-433-8446. For more information about this CMT meeting or to provide information to be considered at this meeting, contact the City Clerk at the contact information stated above.

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

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

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

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

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

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

Legislation Details (With Text)

File #:	20-239	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	4/27/2020			**In control:**	City Council
On agenda:	5/13/2020			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of May 13, 2020, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	05-13-2020 Short Agenda ADA-1.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 27, 2020
Agenda Date: May 13, 2020
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of May 13, 2020, as presented or with amendments.

BACKGROUND:

The City Council approves the agenda at the beginning of all meetings.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of May 13, 2020, as presented or with amendments.

Agenda
City of Cocoa
Regular Meeting of The City Council

Date: May 13, 2020
Time: 10:00 a.m.
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 May 13, 2020 (20-239)

2. Minutes: (a) Emergency Meeting of April 2, 2020 (20-226)
(b) Regular Meeting of April 8, 2020 (20-227)
(c) Special Meeting of April 14, 2020 (20-234)
(d) Regular Meeting of April 22, 2020 (20-245)

III. Awards and Presentations:

1. Proclamation: Proclaiming the Week of May 17-23, 2020 as “National Public Works Week”. (20-235). (Public Works Director)

IV. Delegations:

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

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

V. Reports:

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

VI. Consent Agenda:

1. Approve Task Order 2020-10 with Jacobs Engineering Group (Jacobs) to Assist the Dyal Water Treatment Plant (WTP) to Support the Supervisory Control and Data Acquisition (SCADA) System; Approve a Resolution Amending the FY2020 Budget, BAF # 20-059-T. (20-224). (Utilities Director)

2. Approve a Resolution amending the FY20 Budget and corresponding Budget Amendment Form # 20-064-A accepting receipt of $67,189 reimbursement for the Save Our Indian River Lagoon (SOIRL) cost-share funding increase for the Church Street Baffle Box Project. (20-237). (Public Works Director)

3. Approval of City Manager recruitment materials developed by Mercer Group, Inc. (20-248). (Administrative Services Director)

4. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Purchasing Services from DP Development, LLC, Palm Springs, Florida, to Relocate 16” AC Water Main as part of Florida Department of Transportation Project E5Z88 - 16” Water Main Deflection. (20-251). (Utilities Director)

VII. Public Hearings:

1. Conduct a Public Hearing to review the real property inventory list and approve a Resolution identifying certain real property within the City to which the City holds fee simple title that is appropriate for permanent affordable housing. (20-228)

2. Conduct a Public Hearing to amend the FY 2019/2020 CDBG Action Plan to allocate Community Development Block Grant Coronavirus (CDBG-CV) funds and

add activities in accordance with the City's CDBG Citizen Participation Plan; authorize submission of the substantial amendment to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements related to CDBG-CV. (20-242). (Community Services Director)

VIII. Council Business:

1. Consider the Reappointment of Bruce Gilmore, as a regular member of the Board of Adjustment, through May, 2023. (20-240). (Administrative Services Director)

2. Consider the Removal of Mr. Jim McCarthy as the Citizen Representative for the Space Coast TPO Citizen Advisory Committee (CAC) and begin to accept applications for both a new Cocoa Citizen Representative and an Alternate member. (20-244). (Administrative Services Director)

3. Accept the Comprehensive Annual Financial Report (CAFR) and the Audit Report for Fiscal Year 2019. (20-253). (Finance Director)

IX. City Business:

1. Approve a Resolution revising the building permit fee schedule related to the issuance of building permits pursuant to the Florida Building Code and repealing Resolution 2013-037 in its entirety. (20-238). (Community Services Director)

Multi-Year Contracts:

2. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Services from Spectrum; To Execute a Multi-Year Spectrum Customer Service Order between the City of Cocoa and Charter Communications Operating, LLC on behalf of Spectrum. (20-201). (Utilities Director)

3. Approve the Resolution waiving the competitive bidding process by reason of single source for Esri, Inc., approve the multi-year Esri Small Municipal and County Government Enterprise Agreement, approve the multi-year Esri Small Utility Enterprise Agreement, and authorize the City Manager to approve and sign each of the license agreements pending City Council approval of the FY2021 budget. (20-225). (Interim City Manager)

4. Approval of multi-year Work Experience Agreement between CareerSource Brevard and the City of Cocoa dated June 1, 2020 through September 1, 2023 which will allow youth participation in a paid employment program through grant

funding; Authorize the City Manager and City Attorney to prepare and execute the Agreement consistent with this agenda item. (20-252). (Administrative Services Director)

5. Approve a multi-year lease agreement with Sissine's Office Systems, Inc. for copiers under the terms and conditions of the U.S. Communities Ricoh and Canon contracts and authorize the City Manager to execute the U.S. Communities Product Schedule, U.S. Communities Master Lease Agreement, U.S. Communities Master Lease Agreement Addendum City of Cocoa, Florida, Sissine's Business Solutions Sales Order, and Sissine's Business Solutions Service Level Agreement. (20-254). (Interim City Manager)

X. Informational Agenda:

1. Cocoa Police Department District Event Statistics for the month of March, 2020. (20-247). (Chief of Police)

XI. Adjournment:

XII. Notice To The Public:

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Legislation Details (With Text)

File #:	20-226	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	4/15/2020			**In control:**	City Council
On agenda:	5/13/2020			**Final action:**	
Title:	Approve the Minutes for the Emergency City Council Meeting of April 2, 2020, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04-02-2020 Minutes ADA.pdf Exhibit A-FFCRA COVID19 Updated.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 15, 2020
Agenda Date: May 13, 2020
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Emergency City Council Meeting of April 2, 2020, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

Approve the Minutes for the Emergency City Council Meeting of April 2, 2020, as written or with amendments.

MINUTES
City of Cocoa
Emergency Meeting of The City Council

April 2, 2020

An Emergency City Council Meeting was held on Wednesday, April 2, 2020, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Williams called the meeting to order at 4:05 p.m.

Chief Lamm provided the invocation and Deputy Mayor Goins 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:	Jake Williams, Jr.	Mayor
	James Goins	Deputy Mayor
	Don Boisvert	Councilmember (via phone)
	Lorraine Koss	Councilmember
	Brenda Warner	Councilmember
	Anthony Garganese	City Attorney (via phone)
	Matt Fuhrer	Interim City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Nancy Bunt, Community Services Director (via phone); Michael Cantaloupe, Chief of Police; Jonathan Lamm, Fire Chief; Bryant Smith, Public Works Director (via phone); Rebecca Bowman, Finance Director; Charlene Neuterman, Deputy Community Services Director (via phone); and Jason McCuen, Helpdesk Support Tech.

II. Meeting Topics:

Family First Coronavirus Response Act Policy Implementation

Interim City Manager Fuhrer provided a presentation[1] and advised that staff has been working hard to implement a law that has been brought forth by the federal government and was signed into law on March 18, 2020. The law is the "Family First Coronavirus Response Act". He noted that this requires certain employers to provide their employees with sick leave and expanded sick leave due to COVID-19. The law went into effect on April 1, 2020 and will run through December 31, 2020.

This law amended the Family Medical Leave Act and applies to employers and governments with five hundred or fewer employees. Therefore, the City has had to develop personnel policies in accordance with this law.

He spoke in detail about the two main sections of this law, which are 1) Paid Sick Leave and 2: Expanded Family Medical Leave.

This policy is being brought forward so that employees have the option to be home as well. Staff believes that it is the right thing to do.

Interim City Manager Fuhrer mentioned that they have identified all of the positions city-wide in which they would be claiming exemptions for the City.

Interim City Manager Fuhrer advised that they need Council's approval so that this policy can be sent out to employees tomorrow.

Councilmember Koss asked if these employees were aware that they are emergency responders at other times, such as for a hurricane. Interim City Manager Fuhrer explained this is a unique situation and explained why they may or may not be considered essential or non-essential at certain times.

* **MOTION by Councilmember Warner; Seconded by Deputy Mayor Goins, to approve the list of Emergency Responder positions for the City of Cocoa for the Family First Coronavirus Response Act.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Interim City Manager Fuhrer thanked Council and advised that they would inform staff tomorrow and would speak to each department regarding operations.

[1] EXHIBIT A: Families First Coronavirus Response Act Presentation

Councilmember Warner asked if the collective bargaining units have been made aware. Interim City Manager Fuhrer responded in the affirmative but noted that with the exception of the police lieutenants.

Interim City Manager Fuhrer spoke about City operations and mentioned that they are going to follow the intent of this order and follow social distancing in order to decrease the spread amongst employees.

He spoke about essential and non-essential businesses and if there are any questions regarding if a business falls into these categories, the person(s) can be referred to the state level, as it is out of the City's hands at this point.

The issue of City parks was discussed and in the executive order it notates that a public gathering is that of ten or more. Interim City Manager Fuhrer pointed out that this is hard to enforce so he was seeking Council direction to limiting park usage to pedestrians passing through only. Gatherings would be prohibited. The second component would be the closing of parking areas and restrooms. Supplies are low and without proper sanitation in restrooms they need to be closed until more supplies are received.

Discussion was held about the homeless and restrooms in the Village and the fact that the County was not closing boat ramps so they would be utilized.

Mr. Smith spoke in regards to this situation and pointed out that as soon as bathrooms downtown are restocked items are gone within an hour or so.

Deputy Mayor Goins knows that this was a complex problem but felt that the City needed to take a stand and show that this was being taken seriously. There are walkable areas at Bracco Pond, Cocoa Conservation Area, Anderson Park, and Junny Rios Park. An effort needs to be made as there are a lot of concerned people and numbers are rising.

Interim City Manager Fuhrer noted that it could come across as preferential treatment if some parks are closed and some are not.

Further discussion was held on the closure of parks.

Mayor Williams believed that the City needed to be consistent and proactive and if restrooms were closed then we need to shut the gates.

City Attorney Garganese spoke in regards to the Mayor's comment about being proactive and public gatherings. He spoke about the Governor's order and essential services and that under this order, they must be at the park to conduct essential services. One is allowed to participate in recreational activities that are consistent with the order's guidelines.

He further pointed out that a social gathering in a public space is not essential and because of this, the City has an obligation to ensure that there is no congregating in City parks.

Attorney Garganese advised that he was not saying to close the parks but there might be instances where the parks become so crowded that it goes against this order.

Interim City Manager Fuhrer stated that he would proceed forward and if there is a gate for parking it will be secured, along with restrooms. Chief Cantaloupe and officers can observe parks for large gatherings.

Mayor Williams has noticed a lot of piles of furniture on the roadside and was not sure of Waste Management's schedule. In response, Interim City Manager Fuhrer advised that a letter was received from Waste Management explaining the force measure with our contract under this event. They are currently not experiencing any operational impacts and if they do they will notify the City. Additionally, when there are piles accumulating, many times the City has utilized their staff to help with pick up.

It was requested that a message be sent out on social media regarding pickups of non-essential trash, such as yard waste.

Mayor Williams asked about the census and Ms. Senger noted that stickers were given out in lunches and to the Boys and Girls Club as well. Ms. Senger requested that all Council post about the census on their personal social media pages.

Councilmember Warner clarified that there have been no changes with Waste Management pick-ups to date but if there are changes it would be pushed out on social media. Staff responded in the affirmative.

Resolution No. 2020-13

Ms. Bowman explained that this situation is different than we have seen before and employees are still continuing to work. However, as the situation progresses there are situations where work will affect the eight-hour work day. Under regular emergency pay and the city is closed, there is the ability to pay those employees who are at home not working. In this situation, there may be times that employees cannot put in a full eight hours of work. This resolution authorizes the City to supplement the employees so that they are not hurting financially due to this.

She stressed that this resolution is not declaring a state of emergency but was requesting approval to pay employees.

* **MOTION by Councilmember Warner; Seconded by Councilmember Koss, to approve Resolution No. 2020-131.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Interim City Manager Fuhrer noted that staff was in the process of completing the second quarter FYI and Ms. Senger worked up a rendering of the mailer that would be sent in place of it. It is a smaller version and a compilation of information relating to COVID-19.

Discussion was held on the wording and content of the document. Interim City Manager Fuhrer requested that comments be sent to Ms. Senger right away so that this could be sent to the printer.

Departmental Updates

Chief Cantaloupe mentioned that they are going to track and compare calls from 2019 to 2020 to see if calls for service have increased or decreased with this or order.

He pointed out that at the police department they are limiting the people inside the building. Those that can telework are doing that. Some will have to come into the office periodically, including himself. His goal is to keep all officers and

staff from catching the virus. Information is being sent out on social media as well.

Chief Lamm provided an overview of state statistics regarding the virus. They are still trying to push the message of social distancing and protecting the elderly. Brevard County has forty-eight cases with one confirmed in Cocoa. It is passing socially in Brevard County, so social distancing is imperative.

The Fire Department has shut down all outside events and all stations are closed to the public.

They are still working with others to try to acquire supplies and the state is working as hard as they can to get supplies to everyone.

Deputy Mayor Goins asked about church services. Chief Lamm spoke about the order and again stressed social distancing.

Mr. Smith advised that Public Works would be splitting into two shifts. They will be minimally staffed but services will be completed. They are not in the position to completely shut down.

Mr. Walsh stated that Utilities has a lot going on. Utilities will remain as critical and none of that would be changed. Temperature checks at the Dyal Water Treatment Plant would begin Monday which has been coordinated with Chief Lamm. The same will be for the Sellers Plant. There are three shifts at the plants and they will continue with minimal contact. Field operations will also have staggered shifts with no change in workload. Services will be continued and employees will be on-call. Most staff have begun to telework in administration and engineering. Some will come into the office as needed.

Ms. Bunt advised that Community Services has started a lot of picture permitting and facetiming, however, there are some inspections that have to be done physically. Those employees are practicing social distancing and all of them have masks and gloves. Almost all of the other staff are teleworking. They are accepting permits through emails and there have been some appointments. People can pick up and drop off, and those average once or twice per day.

Ms. Gemmati noted that Administrative Services has been busy implementing policy changes and there are daily changes so they are trying to ensure

consistency. She thanked IT for their help in getting equipment and accounts ready for teleworking.

Human Resources and City Clerk staff will be teleworking, and the Records Technician will be coming in to meter, scan, and deliver mail. Additionally, she will deliver Council agendas.

Councilmember Koss asked about the progress for the City Manager recruitment. In response, Ms. Gemmati advised that prior to this order from the Governor, staff was working on this, however, this new order has slowed the process a bit.

Deputy Mayor Goins knows that this is something that needs done, however, due the current situation it will be hard for people to travel at this time.

Councilmember Koss advised she was just asking for a status of the process.

Councilmember Warner mentioned that this takes a long time. Ms. Gemmati spoke about recommendations that she has received from different associations and it has been suggested to use a search firm because they know what to look for in backgrounds, etc.

Ms. Gemmati assured Council that this was being worked on.

Ms. Bowman thanked Council for approving the resolution and Finance has been working closely with Human Resources and all other departments as well. In Field Services and meter reading they are continuing with staff working normal schedules, routes, and continuing with meter reads. They are only doing what is necessary as far as turn on, turn offs, and misreads. They are trying to figure out reduced work schedules or shifts. Utility Accounting also has minimal staffing in the office. Three people are in who handle money. Most are teleworking and operating as usual. Additionally, Customer Service phones have been turned over and employees have their headsets and are answering phones from home. They are receiving around four hundred calls per day. In Budgeting, some are teleworking and some are doing alternate schedules.

Budget amendment forms are still being completed and most accounting staff can telework. Some might come in some days, some may alternate or do different duties. There is only one person that does payroll but they are utilizing an accountant to help assist with that. Finance is still under a deadline for the audit, budget, etc.

Interim City Manager Fuhrer thanked department directors and employees for continuing to provide services to citizens, as they are true examples of public servants.

He also mentioned that he just received notice from FPL and they are applying an annual rate decrease to May's bill for all of their customers.

Mayor Williams voiced his appreciation to all directors and staff during this time, as it was unexpected and we still do not know what to expect.

XI. Adjournment:

*** MOTION by Councilmember Warner; Seconded by Councilmember Boisvert, to adjourn the Emergency meeting of April 2, 2020.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 6:01 p.m.

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

Families First Coronavirus Response Act (FFCRA)

EXHIBIT A: FFCRA Presentation

HR6201 Passed by the Senate and signed by the President on March 18, 2020

Covered Employers

FFCRA requires certain employers to provide their employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19 if unable to work, including **telework**. These provisions will apply from **April 1, 2020 through December 31, 2020**.

- Amends Family Medical Leave Act and applies to employers with 500 or fewer employees including **public employers regardless of size**.
- Employer of an employee who is a health care provider or an **emergency responder** *may elect to exclude* any such employee from receiving public health emergency leave.
- Tax credits applicable to private employers do not extend to public employers.

Paid Sick Leave (PSL)

Full-time employees would be eligible to receive 80 hours (2 weeks) of PSL (Part-time employees prorated amount)

Compensation for PSL

- 100% of employee's regular rate of pay for reasons 1-3
- 2/3 of employee's rate of pay for reasons 4-6
- Up to 12 weeks of paid sick leave and expanded family and medical leave paid at 2/3 for qualifying reason #5 below for up to $200 daily and $12,000 total.

1. Is subject to a Federal, State, or local quarantine or isolation order related to COVID-19.	4. Is caring for an individual subject to an order described in (1) or self-quarantine as described in (2).
2. Has been advised by a health care provider to self-quarantine related to COVID-19.	5. Is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons.
3. Is experiencing COVID-19 symptoms and is seeking a medical diagnosis.	6. Is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services.

Expanded Family Medical Leave (EFML)

Expanded Family Medical Leave (EFML)

- Must have worked 30+ days to be eligible
- Allows employee to take FMLA for a qualifying need related to a public health emergency where the employee is unable to work (or telework) because of need to care for minor children due to closures of school or place of care, care provider is unavailable, due to a public health emergency.
- **Up to 12 weeks** of public health emergency leave
    - Two week waiting period, of which can be paid using PSL or other leave
    - After 10 days, employees can receive up to 10 weeks of PFML at 2/3 their regular rate of pay (capped at $200/day/$10,000 aggregate)

Emergency Responders Excluded

Department of Labor: Who is an Emergency Responder?

"an employee who is necessary for the provision of transport, care, health care, comfort, and nutrition of such patients, or whose services are otherwise needed to limit the spread of COVID-19. This includes but is not limited to military or national guard, **law enforcement officers**, correctional institution personnel, **fire fighters, emergency medical services personnel**, physicians, nurses, public health personnel, **emergency medical technicians, paramedics,** emergency management personnel, **911 operators, public works personnel**, and persons with skills or training in operating specialized equipment or other skills needed to provide aid in a declared emergency as well as individuals who work for such facilities employing these individuals and whose work is necessary to maintain the operation of the facility."

- Core municipal services- Police, Fire, Utilities are exempt under the law.
- At the conclusion of the event City staff will evaluate impacts and work to provide some level of equity for those "emergency responders."

City of Cocoa Emergency Responder Positions

- Heavy Equipment Operator
- Industrial Electrician I
- Industrial Electrician II
- Maintenance Worker I
- Maintenance Worker II
- Mechanic I
- Mechanic II
- Sludge Equipment Operator
- Utility Line Locator
- Utility Mechanic I
- Utility Mechanic II
- Valve Operator
- Apprentice Operator
- Backflow Technician
- Certified Operator “C”
- Certified Operator “B”
- Certified Operator “A”
- Customer Service Field Representative
- Meter Readers
- Crew Leader In Utilities; Public Works On Call
- Custodial Worker/Janitorial Attendant Public Works
- Electrician I
- Electrician II
- Environmental Analyst I
- Environmental Analyst II
- All Sworn Police Positions
- Communications Dispatcher
- All Certified Fire personnel
- All Department Directors and City Manager

Next Steps

- Adoption of the policy and implementation
- While under the Governor's "Safer at Home" order, provisions of the Family's First Coronavirus Act maybe underutilized.
- The Law is effective April 1st until December 31st 2020.

Legislation Details (With Text)

File #:	20-227	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	4/15/2020			**In control:**	City Council
On agenda:	5/13/2020			**Final action:**	
Title:	Approve the Minutes of the Regular City Council Meeting of April 8, 2020, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04-08-2020 Minutes ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 15, 2020
Agenda Date: May 13, 2020
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular City Council Meeting of April 8, 2020, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council approves all minutes following transcription.

RECOMMENDED MOTION:

Approve the Minutes of the Regular City Council Meeting of April 8, 2020, as written or with amendments.

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MINUTES
City of Cocoa
Regular Meeting of The City Council

April 8, 2020

A Regular City Council Meeting was held on Wednesday, April 8, 2020, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Williams called the meeting to order at 10:00 a.m.

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

The City Clerk took the roll.

PRESENT:	Jake Williams, Jr.	Mayor
	James Goins	Deputy Mayor
	Don Boisvert	Councilmember (via phone)
	Lorraine Koss	Councilmember
	Brenda Warner	Councilmember
	Anthony Garganese	City Attorney (via phone)
	Matt Fuhrer	Interim City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of April 8, 2020 (20-198)

2. Minutes: (a) Regular Meeting of March 11, 2020 (20-199)

* **MOTION by Councilmember Koss to approve the Agenda for the regular meeting of April 8, 2020 with the following amendments: move Consent Items VI.1 and VI.2 to City Business Items IX.4 and IX.5.**

THE MOTION WAS SECONDED BY DEPUTY MAYOR GOINS.

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

~~The Agenda for the Regular meeting of April 8, 2020 was approved as presented.~~

* **MOTION by Councilmember Koss; Seconded by Councilmember Warner, to approve the Minutes for the Regular meeting of March 11, 2020 with the following amendment: Page 5, paragraph 1, sentence 1 should say cold instead of code.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

None.

IV. Delegations:

No e-comments or emails were received.

V. Reports:

Chief Lamm provided a brief overview and update of statistics in regards to COVID-19. He provided numbers and mentioned that there are currently seven positive cases in Cocoa. Within the last couple of days, they have begun to see a downward trend, which is good. They hope to see a peak earlier which would be good for recovery efforts which can start sooner than later. It is all presumptive. They are still receiving needed equipment. Thermometers were received earlier this week and N-95 masks are starting to come in. He provided kudos to Gary Palmer in Public Works, who has worked endlessly in helping to locate equipment for public safety. He has confidence in the directors and

knows it is a long road but the City is in a good position to get through this safely.

Chief Cantaloupe advised that they are still continuing patrols and making sure that everyone is safe.

Interim City Manager Fuhrer spoke in regards to service related calls for fire and police. In Fire, the trend since April is slightly down and Police has a downward trend as well. They will continue to monitor this, as well as any increases or certain types of calls.

An E-Comment was received from Anastasia Hawkins from the Playhouse which was read into the record. Interim City Manager Fuhrer advised that she was seeking direction and reminded everyone of the Safer at Home order that is effective at least through April 30, 2020. At this time there is no further guidance on social gatherings. There are shows that have been delayed but they may have a concert. It would be his recommendation that she continues to plan knowing that if there is an extension or a recommendation from the CDC that Council would have to act on that guidance.

COUNCIL WAS IN AGREEMENT WITH THE INTERIM CITY MANAGER'S RECOMMENDATION.

Interim City Manager Fuhrer mentioned that a request was received from a tenant at the Porcher House and due to the inability to conduct business they were requesting a waiver of rent during this order. There are currently four tenants.

Mayor Williams could see waiving late fees but would want to hold back on the rent as they may be eligible for governmental assistance.

Attorney Garganese advised that this was the first that he has heard about this and would like to discuss with the Interim City Manager before Council takes any action on this item.

Interim City Manager Fuhrer pointed out that an email was received from Space Coast TPO and they were requesting Council's support for the Frontenac to Cocoa Double Track Project. They asked for a letter of support so that it could be included in their packet in early May.

Mayor Williams pointed out that there are the benefits of the double track and it was a unanimous vote from the TPO.

ALL OF COUNCIL WAS IN SUPPORT OF THIS REQUEST FOR A LETTER OF SUPPORT.

Lastly, Interim City Manager Fuhrer provided an update on the census along with current response rates. He urged all to encourage everyone to take the census in both the city of Cocoa and Brevard County as well.

He thanked all employees who are working daily to keep us safe.

Deputy Mayor Goins asked if there was a deadline for the census. In response, Ms. Senger noted that April 1st was Census Day but it depends on the response rate. They were going to have it be in mid-April but it might be extended due to COVID-19.

He asked if information on park closures had been put out on any media outlets. Ms. Senger noted that updates are sent out regularly.

He thanked all employees and first responders and felt that everyone was doing an awesome job working from home.

Councilmember Koss referenced Chief Lamm's report regarding cases and deaths with COVID-19. She believes that we have been successful in the stay at home efforts. She felt that more police presence might be needed during the time that the virus peaks.

She further spoke about a webcast that she participated in with the International City/County Management Association and realized that the the City was in a good position to participate in different programs. There is a lot of money available that does not require a matching of funds.

Mayor Williams thanked staff for all of the hard work they are doing during these times.

He feels that the census was very important and if the dates could be pushed back a little that would be nice.

VI. Consent Agenda:

~~1. Approve Task Order 2020-09 with Jacobs Engineering Group (Jacobs) to conduct a Corrosion Control Treatment (CCT) analysis studying changes in important water quality parameters resulting from the addition of Cal-Flo to the potable water distribution system to establish new Optimal Water Quality Parameters (OWQP) as a Permit Clearance Requirement set forth by FDEP; To Approve a Resolution~~

~~Amending the FY2020 Budget, Budget Transfer Form #20-055-T. (20-187). (Utilities Director)~~

This Item was Moved to City Business IX.4.

~~2. Approve Task Order #2020-03 using the Marine Contract Continuing Services Agreement for C&D Construction, to excavate the Harrison Street Relief Channel and desilt the adjoining double-cell box culverts. Approve a Resolution Amending the FY2020 Budget, BAF#20-054-T, and Approve a Resolution for Budgetary Contingency in the amount of $19,765. (20-192). (Public Works Director)~~

This Item was Moved to City Business IX.5.

VII. Public Hearings:

None.

VIII. Council Business:

1. Consider the reappointment of Ms. Janne Etz to the Cocoa CRA through April, 2022. (20-197). (Administrative Services Director)

*** MOTION by Councilmember Warner; Seconded by Deputy Mayor Goins, to approve the reappointment of Ms. Janne Etz to the Cocoa CRA through April, ~~2022~~ 2024.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Consider approving an Interim City Manager Employment Agreement with Matthew Fuhrer, effective March 17, 2020. (20-202). (City Attorney)

Mayor Williams advised that he had a brief conversation with Mr. Fuhrer and one item in the agreement that he felt needed changed was his salary of $165,000. He believed it should be around $ 155,000. He believes that he is doing a good job but a lot of this was based on qualifications. Everything else in the contract he was already getting.

Deputy Mayor Goins asked where Mayor Williams number came from and in response, Mayor Williams stated it was based on the county and other cities.

Councilmember Koss spoke in regards to directors' salaries and felt that $150,000 was more in-line. The former city manager was making almost that of the City of

Melbourne's and more than the County Manager. She feels that the gap in salaries was not good for the morale. She believed the $150,000 was more relative to other salaries.

Councilmember Warner stated that these salaries were also combining benefits and other unique challenges that Cocoa faces versus other cities. She agreed with the Mayor when looking at department head salaries, she is comfortable with $155,000 and it will keep a nice balance.

Deputy Mayor Goins clarified that if they go with $155,000 all other stipulations in the agreement were fine.

Councilmember Koss spoke about opportunity costs and believed that IT and communications should be brought up to the level of the executive team.

Attorney Garganese mentioned that this agreement was written to memorialize the temporary status while serving as Interim City Manager. He was recommending that this agreement be approved so that these terms and conditions were in writing. This is the status quo in terms of salary adjustment and car allowance. This was, in his opinion, what one would expect in an agreement and he recommended that it be approved if Council so desires.

Mayor Williams pointed out that this was a temporary agreement.

* **MOTION by Councilmember Warner; Seconded by Deputy Mayor Goins, to approve the Interim City Manager Agreement with Matthew Fuhrer, as written, with the salary of $155,000.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. City Business:

1. Award Bid 20-06-COC for Local Agency Program (LAP) funded sidewalk through the Florida Department of Transportation (FDOT) to lowest and most responsive bidder, Parkit Construction, Inc. for $187,095.62. Approve a Resolution Amending the FY20 Budget and corresponding Budget Adjustment Form #20-057-A. Approve a Resolution for Construction Contingency in the amount of $8,833. (20-186). (Public Works Director)

Mr. Smith explained that as a part of the Americans with Disability Act, the City recognized two areas of sidewalk that were gapped and that could qualify for federal funding. These areas are along the south side of Dixon Boulevard from

the entrance to Byrd Plaza east to the railroad tracks, and along the west side of Forrest Avenue from just north of Grimes Street to the intersection of Cocoa Blvd. (U.S. 1) and Forrest Avenue.

Deputy Mayor Goins questioned the difference in amounts. He asked if all of the plans looked the same. In response, Mr. Smith assured him they were checked and FDOT checks them as well.

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approval to submit costs associated with the COVID 19 Pandemic to FEMA and the Florida Division of Emergency Management for potential reimbursement, and to approve a resolution authorizing the City Manager or Finance Director to sign any contracts and amendments related to these reimbursements. (20-191). (Finance Director)

Ms. Bowman explained that this item was similar to those during a hurricane. There are always a lot of documents that need to be signed and this was authorizing her or the City Manager to sign those documents.

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve a Resolution providing for tolling and extension of pending Zoning and Land Use applications, agreements, resolutions, ordinances, and building permits that are set to expire before the expiration of the current Local State of Emergency. (20-200). (Community Services Director)

Ms. Bunt advised that due to the Governor's Executive Order 20-52, relating to COVID-19 and the limiting of gatherings of no more than ten or more people, including meetings, and events, the ability to conduct public business in accordance with Florida's Sunshine Law is currently severely hampered. Former

routine processes are disrupted and taking longer to accomplish due to COVID-19 precautions being mandated by both State and Federal governments.

Ms. Bunt explained that in regards to building permits and development orders that have already been issued by the City, Florida Statutes 252.363 provides for tolling of these approvals for the duration of the emergency declaration issued by the Governor and for six months after the tolled period. For approvals already issued, the time of duration of the approval will be automatically tolled provided that within ninety days after the termination of the emergency declaration, the holder of the permit notifies the City in writing of the intent to exercise the tolling and extension granted under the Statute. She pointed out that these extensions are not discretionary and must be given to the permit holder upon notification.

With respect to permits already issued, the City does not need to take any action to extend permit deadlines, as the statute already provides a means for an applicant to request an extension. For existing permits, there is an existing time frame which will be extended automatically. She explained the other extensions for items such as development agreements, zoning and land use applications, resolutions, and ordinances. There are not delays as of yet but staff was requesting approval in event that this might happen.

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Approve Task Order 2020-09 with Jacobs Engineering Group (Jacobs) to conduct a Corrosion Control Treatment (CCT) analysis studying changes in important water quality parameters resulting from the addition of Cal-Flo to the potable water distribution system to establish new Optimal Water Quality Parameters (OWQP) as a Permit Clearance Requirement set forth by FDEP; To Approve a Resolution Amending the FY2020 Budget, Budget Transfer Form #20-055-T. (20-187). (Utilities Director)

Mr. Walsh noted that this was related to water quality changes being made at the plant and the reasoning behind the changes.

Councilmember Koss noted she moved the item from consent due to the costs. She is glad that the water will be tested and noted it would be tested at one hundred

sites rather than one. Mr. Walsh stated that they try get back as many samples as they can and one hundred was way more than the minimum needed.

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Approve Task Order #2020-03 using the Marine Contract Continuing Services Agreement for C&D Construction, to excavate the Harrison Street Relief Channel and desilt the adjoining double-cell box culverts. Approve a Resolution Amending the FY2020 Budget, BAF#20-054-T, and Approve a Resolution for Budgetary Contingency in the amount of $19,765. (20-192). (Public Works Director)

Mr. Smith advised that this would cover the dredging of the relief channel at Lee Wenner Park.

Mayor Williams stated that this would help with all of the issues from rain. Mr. Smith was hoping that would be the case and it should help increase the flow. The overall benefits should be good.

Councilmember Koss mentioned that a couple of constituents have called regarding the removal of the mangroves. Mr. Smith pointed out that they just finished trimming them in order to abide by the permit. Per DEP, you can only trim so much per year and there is already grow-back in areas that have been cutback.

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

X. Informational Agenda:

1. Waste Management Annual Review. (20-193). (Public Works Director)

2. Informational Item: The severance and accrual payout for John Titkanich, through the use of General Fund Balance Reserves and a condition of the Mutual Separation Agreement, Approved by City Council on March 17, 2020, Budget Resolution Number 2020-130 and Budget Amendment # 20-056-A. (20-203). (Finance Director)

XI. Adjournment:

Mayor Williams asked all to be safe and stated that he appreciated all that is being done.

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 11:02 a.m.

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	20-234	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	4/20/2020			**In control:**	City Council
On agenda:	5/13/2020			**Final action:**	
Title:	Approve the Minutes of the Special City Council meeting of April 14, 2020, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04-14-2020 Final Draft ADA.pdf Exhibit A - Memo from FCCMA.pdf Exhibit B - SGR Powerpoint Presentation.pdf Exhibit C - Memo from Colin Baenzinger & Associates.pdf Exhibit D - E-Comments.pdf Exhibit E - Email from David Prather.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 20, 2020
Agenda Date: May 13, 2020
Prepared By: Monica Arsenault, Asst. City Clerk
Through:
Requested Action:
Approve the Minutes of the Special City Council meeting of April 14, 2020, as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The City Council approves all minutes following transcription.

RECOMMENDED MOTION:

Approve the Minutes of the Special City Council meeting of April 14, 2020, as written or with amendments.

Minutes
City of Cocoa
Special Meeting of The City Council
April 14, 2020

A Special City Council Meeting was held on Tuesday, April 14, 2020, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Williams called the meeting to order at 10:03 A.M.

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

The City Clerk took the roll.

PRESENT:	Jake Williams, Jr.	Mayor
	James Goins	Deputy Mayor
	Don Boisvert	Councilmember (via telephone)
	Lorraine Koss	Councilmember
	Brenda Warner	Councilmember
	Anthony Garganese	City Attorney (via telephone)
	Matt Fuhrer	Interim City Manager
	Monica Arsenault	Assistant City Clerk

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Nancy Bunt, Community Services Director (via telephone); Michael Cantaloupe, Chief of Police; Bryant Smith, Public Works Director; Samantha Senger, Assistant to the City Manager/PR Specialist; and Jason McCuen, Helpdesk Support Tech.

II. Approval of Agenda:

1. Agenda: Special Meeting of April 14, 2020. (20-217).

*** MOTION by Councilmember Warner; Seconded by Councilmember Koss, to approve the agenda as written for the Special meeting of April 14, 2020.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Council Business

1. Review options related to City Manager recruitment process and provide consensus of option. If a decision is made to use executive search firm, requesting action of firm selection and authorize Staff to begin steps to coordinate the search with the selected firm and to work with City Attorney to negotiate contract terms for Mayor to sign. Request approval of Budget Resolution Number 2020-139 amending the Fiscal Year 2020 Budget and the attached Budget Adjustment Form #20-058-T transferring budget to the City Manager's operating account from General Fund Contingency. (20-184).

   Ms. Gemmati explained the topic of this meeting is to discuss the options for the City Manager vacancy. She introduced Mr. Ken Parker from FCCMA.

   Mr. Parker explained each Councilmember received a memorandum[1] from their firm prior to the meeting. He pointed out that there are three items, explained in the memo, and the first one is if an internal candidate is being considered than that option should be pursued first before looking at other options. The second option, the preferred option, is using a nationwide search firm. These firms are out there on a day-to-day basis seeking candidates. They also do very detailed work, meaning background checks and other things needed to hire a City Manager. They also do not wait for individuals to apply, they reach out to individuals themselves. Mr. Parker added that Council may want to keep in mind that there may be limitations due to being in the beginning stages of the budget season.

   Mr. Parker noted that he has put together some policy questions and he suggested that the Council consider these questions when considering candidates for the position. The decision that Council makes needs to be a consensus and not an individual decision.

   He talked about a character profile, which gives the consultant and any other staff working with the Council on making a decision, an idea of what kind of characteristics and criteria the Council is seeking when considering candidates.

[1] EXHIBIT A: Memo from FCCMA

Mr. Parker suggested that whenever any materials are put together for recruitment, they should be agreed upon by the Council as these are their documents.

He mentioned that Council needs to consider internal pay and look at what directors are being compensated. They need to research surrounding areas to see what other City Managers are being compensated. He also suggested that they look at any other cities of similar size to see what they are compensating their City Managers.

Lastly, he recommended that when a City Manager's contract is brought back before the Council, they have a good understanding of the contract so there is no confusion later on.

Deputy Mayor Goins asked the average time to post the position. In response, Mr. Parks explained it is up to the Council. He shared that usually it is about one month or six weeks.

Deputy Mayor Goins asked because of the pandemic, what time frame Mr. Parker thinks we need to begin the hiring process. In response, Mr. Parker explained there is a questionnaire and a review with Council before advertising the position. Due to the pandemic, the Council may be limited to one on one interviews or discussions with potential candidates but could probably hold phone interviews as an alternative.

Councilmember Koss pointed out that she appreciates Mr. Parker coming before the Council and sharing his experiences with the Council. The idea to put off a decision concerns her as this is a time that leadership is needed the most.

She asked City Attorney Garganese for clarification as to who makes the final decision on hiring a City Manager. In response, City Attorney Garganese explained that it is the Council's responsibility to make the decision.

Councilmember Boisvert shared that he feels Interim City Manager Fuhrer is more than qualified to fulfill the position and feels the City could save money by hiring internally.

Councilmember Warner explained that she feels we have a lot of factors to take into account. She shared with so much going on, some of the best candidates may not want to jump into this position. This makes her wonder if the City would receive the best candidate for the job. She would like to move forward with the process and sit with firms to make a decision, however, she asked if the Interim City Manager is interested in applying for the position and if the Council would like to consider him before they take the next step.

Mayor Williams shared one of the things he is looking for in a candidate is someone who understands the wants and needs of the community.

Ms. Gemmati introduced Doug Thomas, Strategic Government Resources, who is attending via video conference.

Mr. Thomas thanked the Council for inviting him to present and allowing him to do so remotely. He provided a power point presentation[2] to help with Council's deliberation.

He shared a brief history of SGR and noted that he has served thirty-five years in municipal management, and served twelve of those years as a City Manager for the City of Lakeland. Prior to Lakeland, he served as City Manager for the City of Alma, Michigan for 15 years, and Assistant City Manager for the City of Grand Haven Michigan. He also served the Maryland cities of Rockville, and Landover Hills.

He joined SGR in 2015 to serve as their first Regional Director to serve both Florida and the southeast, and subsequently as Senior Vice President serving clients nationwide.

Mr. Thomas explained SGR's five keys to a successful search as follows:

1. A comprehensive understanding the unique culture, needs and desires of the organization and community.
2. Dynamic state of the art talent marketing that reaches a national candidate pool in a way that engages and makes them interested in the opportunity.
3. Candidate vetting that prevents surprises and ensures in-depth understanding of the position and organization.
4. Candidate understanding of the organization and community to minimize withdrawals late in the process to help ensure a successful conclusion.
5. A process that is smooth, seamless and user friendly for both candidates and the client, even during the current COVID-19 Pandemic.

He discussed the importance of Social Media Marketing and a Position Profile. Additionally, Mr. Thomas explained what separates SGR from other recruitment firms and expressed his thanks for the opportunity to be considered for this project.

[2] EXHIBIT B: SGR PowerPoint Presentation

Ms. Gemmati introduced Colin Baenzinger, Owner and Principal of Colin Baenzinger & Associates.

Mr. Baenzinger expressed his thanks for the opportunity to present before the Council. He explained he started his business in 1997 from scratch but they are now a national firm. He added that they work with integrity, they produce a quality product and they work directly with their clients at a reasonable price and they have been able to create success from this. They have completed over two hundred City Manager searches and dominate the State of Florida. In Brevard County, they've found City Managers for Satellite Beach, Titusville, Palm Bay, the County, and a few others and have been very successful. He shared that they are familiar with our area and are located locally in Daytona Beach.

Mr. Baenzinger stated that they will guarantee their price and a timeline will be provided, which can be changed if the Council wishes. They will ensure that the deadlines of the timeline are met and he added that they have never missed a deadline on a project before. They also take pride in the fact that they never raise their prices as they are the experts and there should be no unforeseen expenses. They provide a very detailed background check and they also communicate well with both the Council and the candidates so everyone is kept in the loop.

In terms of offering a problem free search, the Council will know what they are getting into with their firm and the Council should have received a memo [3]prior to the meeting. He pointed out that all of his staff, except for one, has been a City Manager before so they can provide a lot of experience.

Lastly, he added that they would love the opportunity to help the City with their search.

Ms. Gemmati introduced Dona Higginbotham, Mercer Group.

Ms. Higginbotham shared the experience their firm has to offer. She shared that she has over thirty years' experience in recruiting City Managers. They have a seven step process, as noted in the proposal that was submitted. They also utilize social media for recruitment. She pointed out that this is a great time to begin a search as there are so many things that can done electronically. She explained that they conduct extensive background checks and each member of Council will receive a thumb drive with all the information gathered on each potential candidate. Lastly, she pointed out that if the Council feels there are no good fits then the firm will re-do the search for free.

[3] EXHIBIT C: Memo from Colin Baenzinger & Associates

Councilmember Koss inquired about the recruitment of a Police Chief as Chief Cantaloupe is retiring at the end of the year. In response, Ms. Gemmati explained that she did receive additional pricing from each firm for that search as well but it is not included in this agenda.

Ms. Gemmati explained that while the proposals included in the agenda item are quite lengthy, she wanted to add that each firm has given a warranty or guarantee which is included in each of the firm's proposals.

She added that there were several e-comments that were received and invited Ms. Senger to read them into the record.

Ms. Senger read e-comments from the following[4]:

- Emma Kirkpatrick, Historic Cocoa Village Main Street Board Chair
- Connie Harvey, 29 Riverside Dr., Cocoa
- Ed Green, 104 Riverside Dr., Cocoa

Interim City Manager Fuhrer read an email from David Prather[5] into the record.

Interim City Manager Fuhrer explained that right now he is trying to get his feet under himself and focus on getting our organization through the pandemic. He referenced the Interim City Manager contract and shared that he is interested in pursuing the position if the Council would like to consider him along with any other candidates.

Councilmember Koss shared that while she appreciates everything Interim City Manager Fuhrer is doing she has not had the opportunity to really get to work with him yet and would not feel comfortable making a permanent decision to make him the City Manager right now. She added that she would vote to select an executive firm at this time.

Councilmember Warner explained that she feels the Council should have one on one meetings with Interim City Manager Fuhrer to see what direction he sees the City moving in before they decide to move forward with an executive firm.

Councilmember Boisvert explained that he would like to promote Interim City Manager Fuhrer to City Manager permanently as he already knows the history of the City and works well with staff.

Deputy Mayor Goins shared that while he is not objected to hiring an executive search firm, he would also like the opportunity to sit with Interim City Manager

[4] EXHIBIT D: E-Comments rec'd from Kirkpatrick, Harvey, and Green
[5] EXHIBIT E: E-mail from David Prather 4/14/2020

Fuhrer before moving forward. At the very least, he hopes Interim City Manager Fuhrer will still stay on as the Assistant City Manager.

Councilmember Koss asked Interim City Manager Fuhrer if he would be willing to move to Cocoa. In response, Interim City Manager Fuhrer stated yes.

Mayor Williams shared that he has reviewed Interim City Manager Fuhrer's resume and while there is not a lot of experience, he believes that he has been doing a great job. He noted that he would also like the opportunity to sit and have a conversation with Interim City Manager Fuhrer about his future with the City.

Mayor Williams further suggested that if the Council feels comfortable, they could select a firm to hire, but have a conversation with Interim City Manager Fuhrer before they make a final decision to move forward with the firm.

A consensus was made by Council to move forward with selecting a firm for now, but a final decision will be contingent upon individual discussions between the Council and Interim City Manager Fuhrer.

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Koss, to select the Mercer Group, for discussion.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Councilmember Warner and Councilmember Koss shared their reasoning behind their decision to select the Mercer Group.

Mayor Williams thanked all of the groups for submitting their proposals.

Ms. Gemmati explained that the other information listed in the requested action can be brought up at the next Council meeting.

IV. Adjournment:

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Warner, to adjourn the Special meeting of April 14, 2020.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 11:47 a.m.

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

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

To: The Honorable Mayor and Members of the City Council

From: Kenneth (Ken) Parker, FCCMA/ICMA Senior Advisor

Subject: City Manager Selection Process

Date: April 8, 2020

Recently, your City reached out to Carol Russell with the Florida City-County Management Association (FCCMA) to see if Senior Advisors could assist the City of Cocoa in recruiting your next City Manager. That call was referred to me. My name is Ken Parker. Currently, I serve as the FCCMA Senior Advisor Coordinator. There are currently nine active Senior Advisors in Florida.

Senior Advisors are retired city and county managers with lengthy experience and who are respected within the public management field. We are appointed by the FCCMA Board of Directors and the Executive Director of the International City/County Management Association. We are not paid. All of us are volunteers.

Senior Advisors provide, at no cost:

- Career and employment counsel to FCCMA and ICMA members;
- Guidance and counsel to members regarding ethics questions or concerns;
- Assistance to cities and counties with the Council-Manager form of government.
- Assistance to cities and counties that are considering adopting the Council-Manager form of government.
- Assistance to civic groups regarding the Council-Manager form of government; and
- Assistance to members-in-transition with guidance and direction as they seek new employment opportunities.

Upon request by the governing body of a municipality whose population is under 10,000 and for counties whose population is under 50,000, Senior Advisors can provide limited Manager search services. Our services are based upon two criteria, population and availability of a Senior Advisor or Senior Advisors. We do not charge for our services; but, we do request the City cover all travel related expenses. Generally, travel expenses are mileage, meals and hotel if required to stay overnight at a location. We request that the City make all hotel reservations and to pay for them directly rather than the Senior Advisor submitting receipts to the City for reimbursement.

Senior Advisors do not do any background searches on candidates. Those are the responsibility of the city or county. For your information, background investigations can cost about $2,500 per candidate if done by an outside firm. Normally national search firms provide this service as part of their proposal. Senior Advisors are not consultants, but serve as colleagues and counselors.

In the case of Cocoa, you do not meet the first criteria, population. Therefore Senior Advisors are not available to assist you in your search.

With that said, I think there are several policy questions that your City Council needs to answer before you embark on a Manager search.

- Because you have an election in November, do you want to delay the decision on selecting a new manager until after the election? That does not mean that you have not prepared the documents, advertised, and received resumes. I've seen it done both ways. I worked with a city and the current Council wanted to make the decision prior to the new Council taking office. That worked for that City since only one seat was up for election. I worked with another city and they decided to wait until after the election before they began the process because there was going to be a major change in the composition of the City Council because of term limits and decisions made by two Councilors not to seek re-election. The decision of when to advertise and which Council selects is totally up to the City Council. Applicants will ask questions concerning the election if the current Council is making the hiring decision.
- Do you want to involved citizens in the development of recruitment materials and in the screening process? If so, then you would need to appoint members to the citizen group.
- Do you want to hold community listening sessions conducted by either the City Council or the citizen advisory group?
- Do you have an interim candidate that you desire to appoint as City Manager? If the City Council has an internal candidate, I would strongly recommend that you not begin the search process until after you decide whether to employ the internal candidate or if the internal candidate states clearly that she/he will not be a candidate and will not apply for the position.

You and your staff are in the midst of responding to a pandemic. The earliest date for the stay at home order being lifted is May 1. It may be later than that. Also, this is budget time for cities and counties in Florida. I am aware of certain city charters who require that certain budget documents to be submitted as early as the end of May. I have not read your charter nor your code of ordinances to determine when budget items have to be submitted to the City Council. Each city is different regarding when budget documents have to be submitted to the City Council. The preliminary tax rate is set before August 1. I know you are all aware of your City's and State requirements related to the budget.

In my opinion, the City Council has three options available.

1. Employ a full service firm to handle your recruitment. It is my understanding that you have received proposals from firms who specialize in recruiting managers and top level staff. These firms have highly qualified people to assist the City Council in hiring the right person. They have extensive networks. They work with the City Council in developing a profile of characteristics the City Council desires to have in its next manager. They recruit based upon charter requirements

and the profile. They do not wait for applicants to apply. They contact those in their network that most closely meet the job profile and encourage them to apply. The firms are responsible for all the background checks and verifications. They help the City Council manage the interview process. They may assist the City Council in developing interview questions.

2. The second option is for you to handle the recruitment process internally. That means your staff would develop the entire recruitment packet. They would be responsible for advertising for the position. They would be responsible for accepting all resumes. The City would be responsible for conducting all background and verifications. Some cities choose to employ an outside firm to conduct the background and verifications. I always recommend to any city to do the highest level of background investigation. It is far more than criminal and civil records check and related files. It includes reviewing social media and other media. It verifies education. It includes employment verification. It may include review of personnel files. Your internal staff would be responsible for managing the interview process.

   If you choose to conduct the search in house, I told your Administrative Services Director that Senior Advisors would provide them with examples of recruitment materials that other cities have used. We could provide the Council with a questionnaire that would help develop the candidate profile. I indicated that I would review documents and provide her with input. I did indicate to her that we could assist the City Council with resume review.

3. The third option is to employ an internal candidate and not advertised. In my opinion, this is the first question that you must answer.

If I were involved with you in preparing documents and advertising for the City Manager position, the following process would take place:

- One month to develop position profile and recruitment documents. I want the City Council to adopt these documents before the position is posted.

- Advertise for one month.

- Two weeks for the review of resumes and provide the City Council with a list of qualified candidates.

- City Council would determine which candidates from the qualified list they want to interview.

- Background and Verifications can take up to one month. I always recommend the background and verifications be completed prior to interviews.

- Schedule interviews.

- Select a manager and approve contract.

Most managers have a notice provision in their contracts if they are currently employed. Some cities and counties are willing to waive the notice provision. Most are not. Each Manager contract is different. The usual notice requirement is 60 days. I have seen some that are 90 days.

A nationwide search firm may be able to cut some time off this schedule since they do this on a regular basis.

If I or another Senior Advisor can assist you, please feel free to call us. I'm looking forward to attending your meeting and answering your questions.

Partnering with Local Governments to Recruit, Assess and Develop Innovative, Collaborative, Authentic Leaders

City of Cocoa

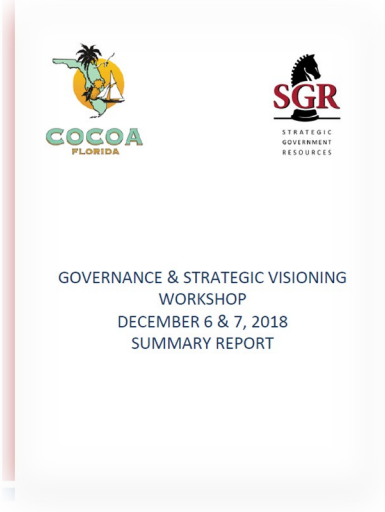
City Manager Search Overview
April 14, 2020

SGR Background

- SGR exists to help local governments be more successful by Recruiting, Assessing, and Developing Innovative, Collaborative Authentic Leaders.
- Founded in 1999 with the mission to facilitate innovative leadership in local government. In today's world of limited resources, local governments must innovate to survive, and SGR has been and continues to be a leader in spurring innovation in local government.
- Our Core Values are Integrity, Philanthropy, Continuous Improvement, Flexibility, The Golden Rule, Collaboration, and Protecting Relationships.
- We are a **full-service firm**, specializing in executive recruitment, live training, online training, leadership development, interim management, assessments, strategic visioning, management consulting, and other services designed to promote innovation in local governments.

Senior Vice President Doug Thomas





- 35 years in municipal management, serving as City Manager for the City of Lakeland, Florida, for 12 years, where he has vast experience working with state and local government leaders, implementing creative public-private partnerships, including with professional sports organizations, and a track record of successful economic development initiatives. Prior to Lakeland, served as City Manager for the City of Alma, Michigan for 15 years, and Assistant City Manager for the City of Grand Haven Michigan. He also served the Maryland cities of Rockville, and Landover Hills.

- Joined SGR in 2015 to serve as their first Regional Director to serve both Florida and the southeast, and subsequently as Senior Vice President serving clients nationwide, focusing on executive recruitment, leadership development, and training for local governments.

- Master's of Public Administration from the American University, Washington, D.C. with a concentration in Urban Affairs, and a Bachelor of Arts in Political Science & History from Bowling Green State University.

SGR's 5 Keys to a Successful Search

1. A comprehensive understanding the unique culture, needs and desires of the organization and community.
2. Dynamic state of the art talent marketing that reaches a national candidate pool in a way that engages and makes them interested in the opportunity.
3. Candidate vetting that prevents surprises and ensures in-depth understanding of the position and organization.
4. Candidate understanding of the organization and community to minimize withdrawals late in the process to help ensure a successful conclusion.
5. A process that is smooth, seamless and user friendly for both candidates and the client, even during the current COVID-19 Pandemic.

5 Keys to a Successful Search

1. **A comprehensive understanding the unique culture, needs and desires of the organization and community:**

   Qualifications and fit are two different things. The Recruiters have to understand **both** to find a great match. SGR does this by:

   - ✓ Conducting one-on-one interviews with each of the elected officials, key staff and a diverse set of community stakeholders to develop the Position Profile.
   - ✓ Reviewing comprehensive information requested from the City.
   - ✓ Following Google alerts on the community throughout the search process and providing weekly updates of such to candidates.
   - ✓ Ongoing and frequent communication with the City Council throughout the search.

5 Keys to a Successful Search

2. **Dynamic state of the art talent marketing that reaches a national candidate pool in a way that engages and makes them interested in the opportunity. SGR does this by:**
   - Developing a high-quality brochure to market the position using a professional writer and professional graphics designer.
   - Carefully crafted job advertisements designed to be engaging and appropriate for the particular venue.
   - Targeted job advertisements including SGR's website & job board, national & state associations, and local venues based on the specific position and desires of the City.
   - Direct outreach via phone and email to outstanding prospects who may not be looking for a job, but who based on our extensive knowledge of the market and from previous searches, are known to be outstanding candidates.
   - Comprehensive social media campaign designed by a social media marketing expert specifically tailored to leverage different venues, including maximizing their respective prime day of week and viewing times.

The Importance of Social Media Marketing

The use of social media for recruitment has grown 54% in the past 5 years.



79% of job seekers use social media in their job search.

73% of organizations feel they have hired successfully using social media.

84% of organizations are currently recruiting on social media.

43% of organizations believe candidate quality has improved with the use of social media in recruiting.

75% of the fully employed workforce consider themselves as passive candidates.





82% of organizations use social media to reach passive candidates.

SGR Facebook



SGR Pinterest



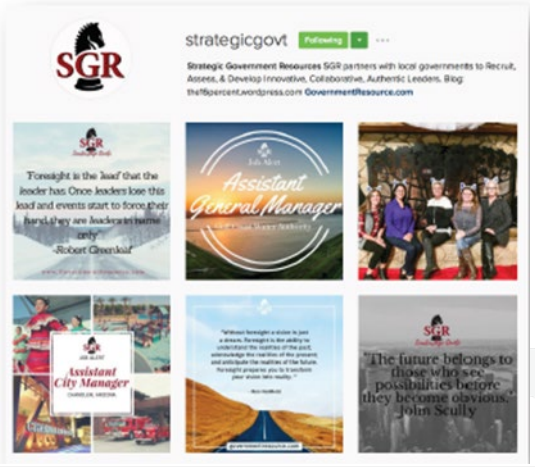
SGR Weekly IO in IO E-Newsletter



SGR LinkedIn



SGR Instagram



SGR Targeted Job Alerts



Position Profile





THE COMMUNITY

Boasting beautiful natural vistas and endless recreational opportunities, the City of Palm Coast, Florida, is situated on 96 square miles along saltwater and freshwater canals and the Intracoastal Waterway, just minutes from pristine Atlantic Ocean beaches. The growing, dynamic community of 86,516 is located in Flagler County, with Interstate 95 running through the City and intersecting with Interstate 4, providing convenient connectivity with Daytona Beach and Tampa.

One of Florida's newest cities, Palm Coast was incorporated in 1999 and offers a vibrant lifestyle in a scenic natural environment. The City was originally developed by ITT Community Development Corporation beginning in the 1970s. It was marketed as a retirement community in the early years but is now home to many families and people of all ages. Palm Coast was one of the fastest-growing cities in the United States in the early 2000s and growth is expected to continue.

The City has a dozen beautiful parks, 125+ miles of connecting trails and paths for walking/bicycling, abundant fishing and boating, world-class tennis and golf, birding along Great Florida Birding & Wildlife Trails, and recreational programming for residents and visitors of all ages. The Indian Trails Sports Complex hosts soccer, lacrosse, baseball, and other athletic tournaments for teams throughout the Southeast. Special events include the Arbor Day celebration, the Birds of a Feather Fest, the Intracoastal Waterway Cleanup, Movies in the Park, Food Truck Tuesdays, the Palm Coast & the Flagler Beaches Senior Games, the Starlight Event & Parade, and much more.

Flagler County Schools, Florida Hospital Flagler, Palm Coast Data, Publix Supermarkets, and Hammock Beach Resort are the area's major employers. High profile major development projects underway or recently completed include: Shoppes of Palm Coast (Tractor Supply, Aldi, Starbucks, and Taco Bell), Island Walk Shopping Center (Hobby Lobby, Tuesday Morning, Publix, IHOP, etc.), FPL Category 5-rated Service Center, Florida Hospital Flagler major expansion, Creekside at Grand Haven (residential), Moonrise Brewery, Grand Landings Phase 3 (residential), and Matanzas Lake subdivision (residential).

Flagler County Public Schools serves approximately 13,000 K-12 students in Palm Coast. The district consists of nine campuses, including five elementary, two middle schools, two high schools, one virtual school, and two charter schools. Flagler Schools leverages a full-range of technology and digital resources for students and has partnered with the community to bring Flagship Choice Programs to all of its schools, allowing students to explore careers from the earliest grade levels. Students can explore and grow in the worlds of agriculture, aerospace, green technology, health science, engineering and computer science, marine research, finance and business, leadership, the arts, and more. Currently there are 22 Flagship Programs spanning grades K-12 that provide an enriched education infused with the essentials for college and career readiness. All schools offer a variety of extracurricular activities and clubs.

Position Profile

THE COMMUNITY
CONTINUED

For those seeking higher education, Daytona State College has a campus in Palm Coast (Flagler/Palm Coast Campus). Regionally, colleges and universities include: Embry-Riddle Aeronautical University and Bethune-Cookman University in Daytona Beach; Stetson University in DeLand; the University of Central Florida in Orlando (with a campus in Daytona Beach); Flagler College and the University of St. Augustine for Health Sciences in St. Augustine; University of North Florida in Jacksonville; and the Florida Coastal School of Law in Jacksonville.

The City has a median household income of $49,207 and an average home value of $211,100.

GOVERNANCE AND ORGANIZATION

MISSION

To provide our residents, visitors, and business community with exceptional government services in order to improve the quality of life, grow the local economy, and protect the natural environment through a planned integrative approach using available technology.

VISION

A multigenerational community recognized as one of Florida's premier cities that values...

- **Building a diverse, sustainable economic base to support innovation while providing necessary infrastructure and services**
- **Providing exceptional amenities and standards that support a high-quality lifestyle**
- **Protecting the environment and beauty of Palm Coast while conserving natural resources.**

VALUES

Pride - Passion in working together for a better tomorrow

Accountability - Accept responsibility for our actions and decisions

Leadership - Courage to shape our City today and into the future in a transparent manner

Motivated - Seek continuous improvement in all services

Collaborative - Dedicated to building partnerships that address community concerns and needs

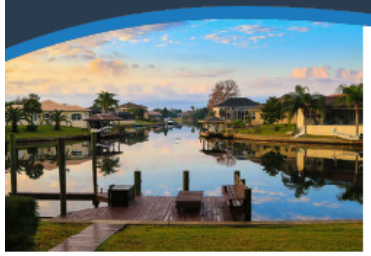
Ownership - Responsible for our actions and inactions

Achievement - Seek excellence in all that we do

Stewardship - Protectors of our natural environment

Trust - Mindful of our responsibility, we pledge to use taxpayer resources (time, talent, money) efficiently

GOVERNANCE AND ORGANIZATION
CONTINUED







Palm Coast operates under the council-manager form of government composed of the Mayor and four City Council members who act as the political head of the City and are responsible for setting policy, approving the budget, determining the tax rate, and formulating broad long-term policies that outline the City's public function. The Mayor and Council members are elected at-large, for a term of four years and may serve no more than two consecutive four-year terms in the same seat. The City Manager is appointed by Mayor and Council and implements the policies of the Council, in addition to directing day-to-day operations, preparing the annual budget, overseeing personnel matters, recommending policies or programs to the Council, and keeping the Council fully advised of the financial and other conditions of the City.

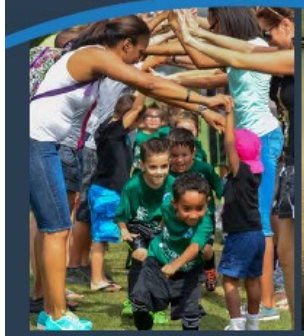
The City provides a full-range of municipal services supported by approximately 450 full-time, 4 part-time, and 70 seasonal/temporary employees represented by unions administered under their respective collective bargaining agreements. The FY 2019 annual budget is approximately $143.7 million, including a general fund of $37.4 million, with an ad valorem millage rate of 4.6989.

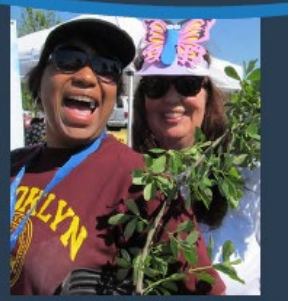
The City Manager's direct reports include the City Clerk, Administrative Services & Economic Development Director, Finance Director, Information Technology Director, Utility Director, Fire Chief, Parks & Recreation Director, Community Development Director, Public Works Director, Human Resources Director, and Executive Assistant. Police protection is provided through an interlocal agreement with the Flagler County Sheriff's Department.

Palm Coast has a tradition of using cross functional/ departmental teams to implement the City Council's targeted objectives, strategies, and goals. The use of a team approach is an effort to foster individual skills and highlight the talent that exists within the City's workforce. There are currently approximately 25 different cross functional teams working on community goals and challenges.

Position Profile

CHALLENGES AND OPPORTUNITIES





Public-Private Partnership (P3) for Palm Coast's "FiberNet"

Palm Coast commissioned the construction of the City's FiberNet, a high-speed fiber-optic backbone to connect all City sites and facilities in 2004. Currently, FiberNet's assets include nearly 60 route miles of conduit and 54 miles of high-count fiber cable. The City's economic development goals include the attraction of dynamic, high-paying technology jobs, bolstered by the enhancement of its advanced world-class public network. A broadband strategic plan with Magellan Advisors was recently completed to map out a public-private partnership whereby the City will focus its efforts on the expansion and maintenance of the fiber network, while its yet to be determined P3 partner focuses on lighting and operating the network for the benefit of the community. The successor City Manager will play a key role in the development of the P3 and the attainment of the City's vision for FiberNet.

Department of Public Works (DPW) Complex Replacement

The City's CIP has identified a growing need to address its aging DPW complex, at an estimated cost of $20 million. There have been some discussions regarding the potential funding source to replace the complex, but a resolution will likely involve the development of proposed funding strategies by the next City Manager.

Economic Diversification & Business Friendly Development

One of Palm Coast's goals is to be recognized as a community that encourages development consistent with its evolving vision; this will likely require innovative strategies that will increase development investment opportunities. The next City Manager will help the City Council and community refine the future vision for Palm Coast and promote the continued transition of the community from a largely residential planned community to a more diverse, mixed-use, residential, commercial, high-tech, and high-skill business center in an effort to diversify the City's tax base.



CHALLENGES AND OPPORTUNITIES

CONTINUED

Infrastructure Improvement

Because of Palm Coast's history as a planned community, virtually all its underground infrastructure and most of its streets were constructed around the same timeframe, resulting in a growing need for repairs and upgrades. Some steps have been taken in anticipation of the reinvestment in infrastructure through identified funding mechanisms; however additional CIP resources will need to be identified and/or re-allocated to address anticipated future capital needs.

Innovation District/Opportunity Zone

Palm Coast's Town Center area has been infrastructure-ready for several years, but its intended vision has yet to be fully realized. The City and Community Redevelopment Area (CRA) recently took a fresh look at the area and made the development of Town Center a high priority through its designation as an "Innovation District." The designation is intended to leverage proximity, density, and authenticity and create an experiential-living hub where residents can live, work, and play. As part of the focus, an Innovation Kick Start Program was established to incentivize development in the district by the end of 2020.

Workforce Housing

Although single-family residential price points exist at all levels in Palm Coast, there is an increasing need to address workforce housing opportunities that support the emerging economic development vision of the community.



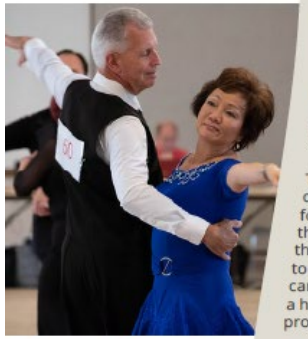



Position Profile



IDEAL CANDIDATE

The City of Palm Coast seeks an enthusiastic leader with a commitment to professionalism and a dedication to public service. The ideal candidate will have a demonstrated track record of resourceful, entrepreneurial approaches to development and must be willing to consider creative strategies to address high-growth community issues and challenges. The next City Manager will have a sense of vision for both the organization and community that will ensure sustainable future growth.



A candidate with a strong financial background and sound business acumen, including long-term capital planning and budgeting skills, is strongly desired. An ability to cultivate and maintain a positive relationship with the City Council and help build consensus while guiding the future direction of the City will be essential. Open-minded and flexible, the new City Manager will have a demonstrated commitment to continuous process improvement and the aggressive pursuit of state and federal grant funding opportunities that will help the City continue to provide a high quality of life to residents.

The new City Manager will be a seasoned team-builder with a collaborative, pro-active management style. The City Manager will foster a culture of transparency and accountability throughout the organization. A delegator, as opposed to a micromanager, the ideal candidate will be comfortable allowing senior leadership to manage their respective operations with broad direction. A candidate who has an ability to coach, mentor, motivate, and build a high-performance, results-driven team and a commitment to the professional development of employees will be successful.



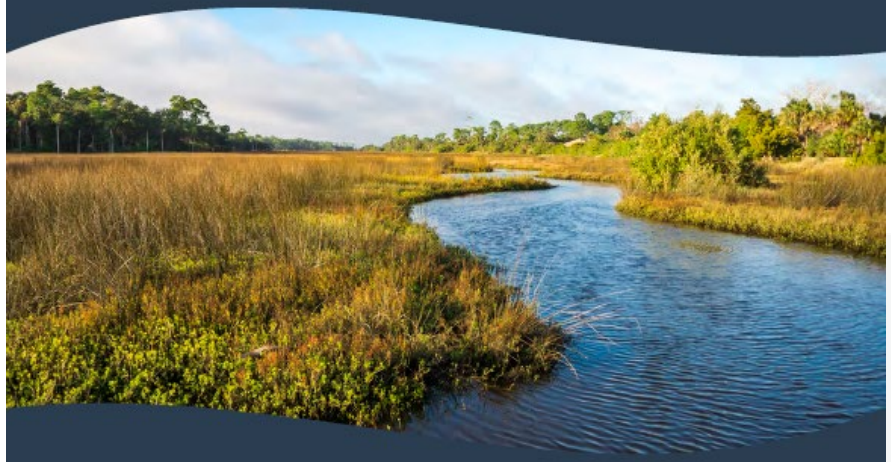
The chosen candidate will be accessible and possess exceptional interpersonal and communication skills, with the ability to educate and effectively convey information and ideas to individuals at all educational levels. The City Manager will be highly visible in the community and should be comfortable dealing with a high level of citizen and business engagement. Personable, humble, and easy-going, the ideal candidate will have a strong sense of humor, and the soft skills, emotional intelligence, and public relations experience needed to build strong relationships with staff, Council, citizens, intergovernmental agencies, and the media.

Excellent negotiation skills, collective bargaining experience, and the ability to help stakeholders come to consensus on community issues are essential qualifications. Thorough knowledge of emergency management practices, state/FEMA reimbursement processes, and water, wastewater, and stormwater systems is a plus.

EDUCATION AND EXPERIENCE

The selected candidate must hold a bachelor's degree in public administration, business administration, or a related field; a master's degree is preferred. A minimum of eight years of progressively responsible experience in a city manager's office managing and administering a municipal government and/or as a department head is required. Any combination of education and experience that provides the required knowledge and skills will also be considered.

The final selected candidate shall establish residency within the corporate limits of the City within six (6) months of appointment. Upon request, residency may be extended by the City Council for an additional six-month period.



COMPENSATION AND BENEFITS

The City of Palm Coast offers a competitive salary depending on qualifications and experience. The City provides a generous benefits program including health, dental, life insurance, and paid vacation and sick leave.

Position Profile



APPLICATION PROCESS

Please apply online at: http://bit.ly/SGRCurrentSearches

For more information on this position contact:

Doug Thomas, Senior Vice President
Strategic Government Resources
DouglasThomas@GovernmentResource.com
540-820-0531

This position is open until filled. To view the status of this position, please visit:
http://bit.ly/SGRCurrentSearches

The City of Palm Coast is an Equal Opportunity Employer and values diversity in its workforce. Applicants selected as finalists for this position will be subject to a comprehensive background check. **Pursuant to the Florida Public Records Act, all applications are subject to public disclosure upon receipt; however, public record requests regarding candidates do not typically occur prior to the selection of semifinalists and/or finalists.**

RESOURCES

City of Palm Coast
palmcoastgov.com

Strategic Plan
bit.ly/PalmCoastStrategicPlan

Comprehensive Plan
palmcoastgov.com/about/comp-plan

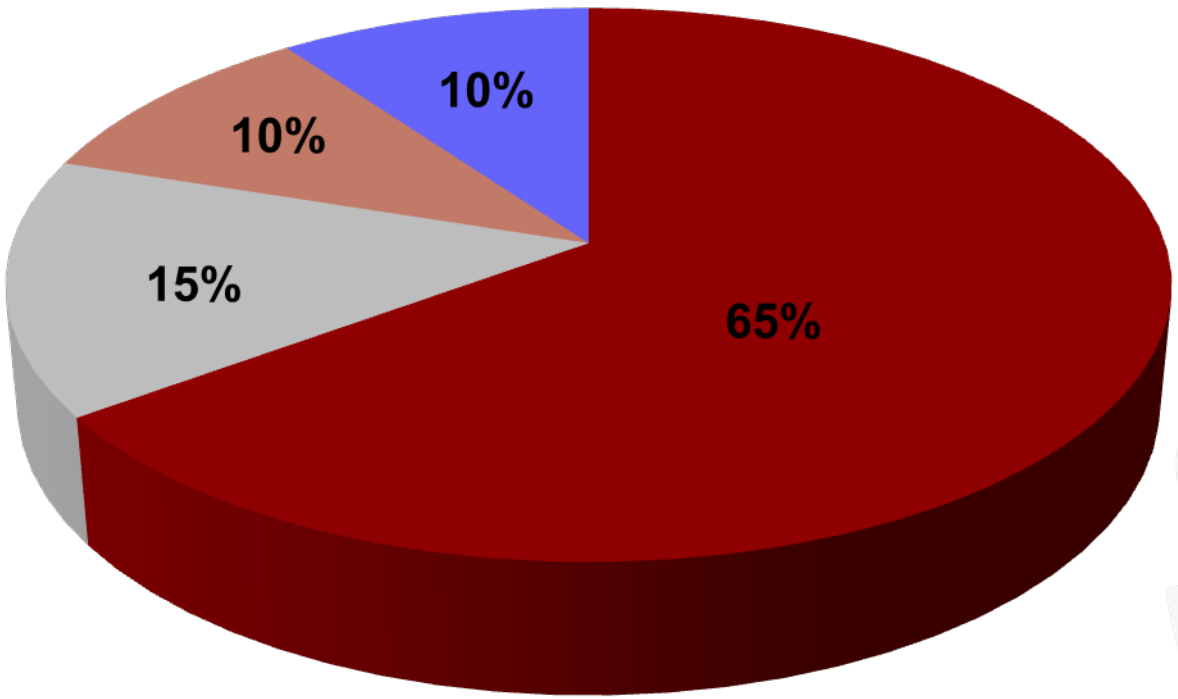
FY 2019 Annual Budget
palmcoastgov.com/government/finance/budget-preparation

Flagler County Department of Economic Opportunity
FlaglerCountyEDC.com

Public Schools Website
flaglerschools.com

Follow Us

SGR's Typical Source of Semifinalists



- Direct Outreach by SGR (Website, 10 in 10, Social Media, Email, Personal Contact)
- National Trade Advertisements & Websites
- State Trade Advertisements & Websites
- All Other Sources (City Website, Personal Contact by Colleagues, etc.)

5 Keys to a Successful Search

3. **Candidate vetting that prevents surprises, and ensures in-depth understanding:**
   - Initial screening questionnaire when cover letter and resume are submitted.
   - Technical review of resumes by both the Recruiters and a Search Coordinator for different perspectives.
   - Cross communication between Recruiters about candidates who have been in previous searches for greater understanding of background and skills.
   - Comprehensive questionnaires to gain different insights than typically available on a resume.
   - Online recorded video interviews to provide deeper insights on communication styles and how candidates approach particular issues.
   - Comprehensive media searches that include all five major search engines, local newspapers in every community the candidate has worked, local blogs, and other social media sites.

5 Keys to a Successful Search

3. **Candidate vetting that both prevents surprises and ensures in-depth understanding (Cont.):**
   - Optional Psychometric DiSC Assessments.
   - Comprehensive legal/civil/criminal background checks by a licensed private investigation firm.
   - Proprietary *First Year Game Plan* exercise.
   - 20-25 phone/email interactions with candidates by the time they are Finalists providing normative insights.
   - Carefully designed and facilitated behavioral interview processes, including recommendations for interview questions, staff engagement, assessment exercises, community engagement, social events, community tours, and related strategies for gaining feedback from those events.

5 Keys to a Successful Search

4. **Candidate understanding of the organization and community to prevent withdrawals late in the process to help ensure a successful conclusion:**
   - Because your search will be led by a former Florida City Manager, candidates know that we have asked the questions of you that they would want answered, giving them confidence that we really understand you, and can convey meaningful understanding of the Mayor, the Council, the community, and the organization.
   - Each Friday, SGR provides a variety of news clippings on the community and the organization to better educate the candidates as the process unfolds. This approach also prompts ongoing interaction between the Recruiters and the candidates, providing normative insights into the candidate and how they think about and respond to various issues.

5 Keys to a Successful Search

5. **A process that is smooth, seamless and user friendly for both candidates and the client:**
   - No billing surprises - Not To Exceed pricing for SGR's services
   - One of our Core Values is Continuous Improvement, and SGR constantly seeks feedback from clients and candidates to evaluate our processes and refine them to achieve the best possible experience by all parties.

What Makes SGR Different?

SGR is the nationwide recognized thought leader in local government management:

- Prior to COVID-19 pandemic, SGR's CEO Ron Holifield typically speaks at one State or National local government conference approximately every 3 weeks.
- As a full-service consulting firm, SGR is actively engaged in local government operations, issues, and Best Management Practices, as opposed to firms that only perform recruitment services.
- SGR has close to 50,000 email subscribers to our weekly *"10 in 10 Update on Leadership and Innovation"* e-newsletter, which will feature the position opportunity.
- SGR will also send emails to our database of over 4,000 Senior Local Government Executives.
- Position posting will be seen on SGR's Website with over 36,000 local government visitors per month, and on our Job Board (the 2nd largest local government job board in the country), with over 15,000 local government visitors per month.
- It is easy for any Recruiter to get a stack of qualified resumes. The hard part is finding a highly qualified candidate who is also the right match for you. They need to "click" with the Mayor & Council, the organization, and the community - Our focus is on fit, which is why our success rate is so strong!

Why SGR?

- National Research Center, Inc. recently conducted a blind survey of City Management professionals on behalf of SGR with invitations emailed to close to 4,000 City Management professionals asking them to complete a survey to evaluate 14 national & regional public management search firms.
- SGR received the **highest overall rating and the highest ratings for each specific measure of quality.**
- SGR was rated between good and excellent for each item; where most other firms were rated between fair and good.
- Some Notable SGR Highest Rating Categories:
  - ✓ Level of understanding of City Management
  - ✓ Level of real world understanding of your profession
  - ✓ Networking and engaging leading edge thinkers in city government
  - ✓ Reputation for providing innovative services/solutions
  - ✓ Prompt, ongoing communications and honest interactions with candidates
  - ✓ High quality and thorough vetting and background check processes
  - ✓ Reputation among young professionals and rising professionals as supportive of the next generation of leaders in city government
  - ✓ Reaching out to candidates from diverse backgrounds to ensure inclusiveness in hiring

Partnering with Local Governments to Recruit, Assess and Develop Innovative, Collaborative, Authentic Leaders

COCOA
FLORIDA

Thank You For Considering SGR For Your Recruitment Needs!

SGR

Memorandum

Colin Baenziger & Associates

TO: Mayor and Members of the City Council
City of Cocoa, FL

FROM: Colin Baenziger **DATE:** April 13, 2020

SUBJECT: Recruiting During a Pandemic

This memorandum is prepared as an adjunct to our proposal to recruit for the City of Cocoa's next City Manager.

Recruiting during a pandemic creates some interesting challenges, but none that cannot be overcome. Below is a list of the contact points in Colin Baenziger & Associates' typical process and suggested accommodations where necessary. It is important to remember that we are relatively early in the pandemic and our medical professionals may adjust their recommended guidelines during the course of the recruitment. Hence, while I think we need to be prepared with alternatives, decisions concerning the latter part of the process do not need to be made right now.

Standard Process with Alternatives

Initial meeting to gather direct input. We meet individually with each elected official and ask questions concerning: (1) The City and what makes it a great place to live, work, play, and be the manager; (2) The particular problems or issues, if any, they feel the next manager will need to address; (3) What characteristics will the ideal City Manager candidate have; and (4) What salary are you comfortable offering.

Recommended Alternative: Meet via video conferencing on Zoom.

Input on the draft recruiting materials. We exchange information by email and in some cases, telephone.

Recommended Alternative: None Required.

Updates as the recruitment progresses. We update via email. Once the recruiting period is closed, we forward a memorandum summarizing the results and speak with the Mayor and each Council Member about the results via telephone.

Recommended Alternative: None Required.

Discussions while networking and with semi-finalists. We have these conversations via telephone.

Recommended Alternative: None Required.

Presentation of Semi-Finalists. We email our extensive background materials concerning each of our recommended candidates to the City. We then reach out via telephone to the Mayor and each Council Member to discuss the candidates.

Recommended Alternative: None Required.

Selection of Finalists. With consultant input, the Mayor and Council Members select finalists in a public meeting. As part of the process, we conduct one or more straw polls to narrow the field. We have, on occasion, conducted these meetings via telephone or videoconferencing and believe that to be appropriate.

Recommended Alternative: Zoom videoconferencing.

Finalist Interviews: The Mayor and Council Members meet the candidates at a reception, interview them one-on-one and then, as a Council, interview each candidate one at time.

Recommended Alternative: Hopefully, by then, we will be able to have in person interviews. The recommended alternative would be to have the meetings with the Mayor Council, Zoom videoconferencing, ideally followed by an in-person meeting with the top ranked candidate.

Historically, I have not been a supporter of videoconferencing in the recruitment process, particularly at the finalist interview stage. That said, recent advances in quality have made it a very reasonable alternative.

Conclusion:

The reality is that following current medical guidelines will have very little impact on the recruitment effort until we interview finalists. Even there, we have a good alternative.

We do want to be the firm the City of Cocoa selects to conduct its City Manager search. We will do an outstanding job for you!

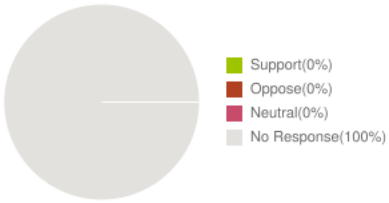
City Council - Special Meeting
04-14-20 10:00

Agenda Name	Comments	Support	Oppose	Neutral
III.1 20-184 Review options related to City Manager recruitment process and provide consensus of option. If a decision is made to use executive search firm, requesting action of firm selection and authorize Staff to begin steps to coordinate the search with the selected firm and to work with City Attorney to negotiate contract terms for Mayor to sign. Request approval of Budget Resolution Number 2020-139 amending the Fiscal Year 2020 Budget and the attached Budget Adjustment Form #20-058-T transferring budget to the City Manager's operating account from General Fund Contingency. (Administrative Services Director)	2	0	0	0

Sentiments for All Agenda Items

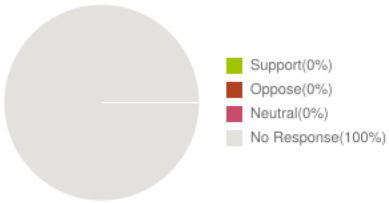
The following graphs display sentiments for comments that have location data. Only locations of users who have commented will be shown.

Overall Sentiment



Agenda Item: eComments for III.1 20-184 Review options related to City Manager recruitment process and provide consensus of option. If a decision is made to use executive search firm, requesting action of firm selection and authorize Staff to begin steps to coordinate the search with the selected firm and to work with City Attorney to negotiate contract terms for Mayor to sign. Request approval of Budget Resolution Number 2020-139 amending the Fiscal Year 2020 Budget and the attached Budget Adjustment Form #20-058-T transferring budget to the City Manager's operating account from General Fund Contingency. (Administrative Services Director)

Overall Sentiment



Guest User
Location:
Submitted At: 1:41pm 04-14-20

Ed Green
104 Riverside Drive

I urge the Council to focus today's deliberations on the thoughts provided by Mr. Ken Parker of the FCCMA.

He poses key questions for consideration before embarking on a Manager search and three candidate search options.

My takeaways and conclusions:

Is this the time to initiate a search? The election which could replace the majority of Council suggests not. Our best candidates may may not apply due to the uncertainty the election poses, and the new Council will be the one to work with the new manager. Also we are dealing with a pandemic, and the budget season. We should avoid additional instability at this key time. We can all be confident in the corporate knowledge, stability and leadership Interim Manager Furher provides. Mr. Parker's timeline suggests a process of over six months. We should wait. We MUST HAVE citizen involvement in this process, and the Council must take time to incorporate that involvement.
Selecting our next manager will be one of the largest determinants of Cocoa's ongoing success or failure. It should be THE major focus of our near-term efforts, should not be rushed, and should be aided by skilled professionals, but it is premature to hire those professionals before the election.

Please focus on Mr. Parker's letter and defer selection of a search firm. His letter was in response to a request from the City. As such, it would be irresponsible not to give it due and complete consideration.

Guest User
Location:
Submitted At: 1:30pm 04-14-20

Dear Mayor and Councilmembers,

I am writing today to strongly advocate for:

• Engaging a professional selection firm to recruit a new city manager, and
• Ensuring public involvement throughout the process.

A professional selection firm will be instrumental in guiding the process to help ensure that the City of Cocoa has the opportunity to select from a wide range of highly qualified candidates with demonstrated success and to help ensure that a transparent selection and evaluation criteria is employed that is above reproach.

Public input at multiple points throughout the process that is representative of a variety of constituent groups and stakeholders in the Village and throughout the City boundaries, including residents, merchants, restaurateurs, professionals, community coalitions and alliances, and non-profits, is critical. Strong working relationships between professional leadership of the City and key constituent groups are critical to our success. While it is understood that the City Council will cast the final vote on the new administrator, I urge you to ensure that these groups have a voice.

This is likely the most important decision you will make, now more than ever. There is so much potential for our community, and the executive hired for this position will, without a doubt, be instrumental in whether our City continues to move forward or not. Let’s move forward!

Thank you for your service to our community.

Kind regards,

Connie Harvey

From: Matthew Fuhrer
To: Monica Arsenault
Subject: Fwd: City Manager concerns (short)
Date: Thursday, April 16, 2020 11:49:41 AM

Begin forwarded message:

> **From:** Carie Shealy <cshealy@cocoafl.org>
> **Date:** April 14, 2020 at 11:23:55 AM EDT
> **To:** Jake Williams <jawilliams@cocoafl.org>, Brenda Warner <bwarner@cocoafl.org>, Don Boisvert <dboisvert@cocoafl.org>, Lorraine Koss <lkoss@cocoafl.org>, James Goins <jgoins@cocoafl.org>, Matthew Fuhrer <mfuhrer@cocoafl.org>
> **Subject: FW: City Manager concerns (short)**
>
> Carie Shealy, MAA, MMC
> City Clerk
> 65 Stone St., Cocoa, FL 32922
> (321) 433-8484 I cshealy@cocoafl.org
> Fax: (321) 433-8455
>
> Stay Connected: www.cocoafl.org
>
> -----Original Message-----
> From: David Prather <dprather@gmail.com>
> Sent: Tuesday, April 14, 2020 9:26 AM
> To: CityCouncil <citycouncil@cocoafl.org>
> Cc: lgoings@cocoafl.org; mfugrer@cocoafl.org
> Subject: City Manager concerns (short)
>
> EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!
>
> Thanks for yet another task of being on City Commission you are appreciated even though it may not seem that way at times! I'll use bullets to be brief:
>
> Hire a search firm or Matt
>
> Make sure they include meaningful community input in both selection and hiring criteria

Be sure they seek an individual with experience in cities of a similar demographic history.

Must have high ratings for supporting small non-chain businesses

Should have water experience, lakes, river front, or significantly green space and parks experience

A track record of three years experience including community economic growth

And, ability and desire to live in the City of Cocoa with in 12 months of starting the position

(our community can help make this happen)

Thanks for your time and consideration of this input,

David Prather
29 Riverside Dr #401
407-620-3144

Legislation Details (With Text)

File #:	20-245	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	5/1/2020			**In control:**	City Council
On agenda:	5/13/2020			**Final action:**	
Title:	Approve the Minutes of the Regular City Council meeting of April 22, 2020, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04-22-2020 Minutes ADA.pdf Exhibit A-E-comment from Dr. Hawkins-Smith.pdf EXHIBIT B-E-Comment from Kirkpatrick, Emails from Rogers, Etz.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 1, 2020
Agenda Date: May 13, 2020
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of April 22, 2020, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of April 22, 2020, as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

April 22, 2020

A Regular City Council Meeting was held on Wednesday, April 22, 2020, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Williams called the meeting to order at 10:03 a.m.

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

The City Clerk took the roll.

PRESENT:	Jake Williams, Jr.	Mayor
	James Goins	Deputy Mayor
	Don Boisvert	Councilmember (via phone)
	Lorraine Koss	Councilmember
	Brenda Warner	Councilmember
	Anthony Garganese	City Attorney (via phone)
	Matt Fuhrer	Interim City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of April 22, 2020 (20-216)

2. Minutes: (a) Special Meeting of March 17, 2020 (20-211)
(b) Regular Meeting of March 25, 2020 (20-223)

It was requested that two additional items be added to the agenda. One is a budget amendment within the Utilities fund and the other is regarding cancellations of upcoming meetings and events.

Mayor Williams requested that Item VIII.3 relating to the City Manager be brought back to the second meeting in May. He would like to give the Interim City Manager an opportunity to work for a little while longer.

The Motion was Seconded by Councilmember Warner for discussion.

Councilmember Koss noted that Interim City Manager Fuhrer could still apply for the position even if the city hired the search firm. Mayor Williams understood that but would like to see how he functions and works during this time.

Councilmember Warner understood where the Mayor was coming from and believes in May they might have more information. Her main concerns were that this was happening in the middle of a pandemic which put staff in the middle of an intense situation. Secondly, without having open meetings, it might halt someone who is very busy and would like to apply by cannot due to the timing. She felt we would lose transparency and it would not be the same without letting the public provide their comments at meetings. She was not comfortable looking for a new city manager at this time.

She supported the Mayor's decision to table the item. She would also like to see how the Interim City Manager handles the budget. She pointed out that this was one of the most important things they do. Additionally, she would like to see how he deals with the union reps.

Mayor Williams has spoken with a lot of constituents who would like for them to go out and move forward. He reiterated the fact that he would like to give him the opportunity to function on his own at least for one more month. He felt this was a quick decision and this would give them more insight.

Councilmember Koss has also spoke with constituents. She believes they were increasing instability by lengthening the process. She mentioned that the Interim City Manager was definitely in the running but this was probably the most important decision of her tenure. Employees also need stability.

Deputy Mayor Goins pointed out that either way, if they wait or move on this decision today, they will still get to see the Interim City Manager work.

Councilmember Boisvert agreed with Mayor Williams and Councilmember Warner to table the item.

* **MOTION by Councilmember Koss; Seconded by Councilmember Warner, to approve the agenda for the regular meeting of April 22, 2020 as amended. The two items would be Council Business VIII.5 (Budget Amendment) and VIII.6 (Upcoming meeting and event cancellations).**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Councilmember Warner; Seconded by Deputy Mayor Goins, to approve the Minutes for the Special meeting of March 17, 2020 as written and the Regular meeting of March 25, 2020 with amendments.**

Councilmember Koss noted on the March 25, 2020 minutes on page 6 paragraph 5, it should read the email was received “by” Councilmember Koss.

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

None.

IV. Delegations:

V. Reports:

Ms. Senger read an E-Comment[1] into the record from Dr. Stacy Hawkins-Smith. She mentioned that they have produced over 1000 facemasks.

Ms. Gemmati advised a joint decision had been made with CareerSource to cancel the Summer Youth Program this year. There are too many issues with schools being closed and the safety of students.

Chief Lamm provided an update on COVID-19 and announced that there are 27,869 confirmed cases in the State. There are 224 in Brevard County. He noted that they are seeing a downward decline in positive cases in Brevard but

[1] EXHIBIT A: E-Comment from Dr. Staci Hawkins-Smith

stressed that we are not in the clear. The City is continuing to follow CDC measures and will do so as staff is brought back in. He and the Public Works Director will be walking around city facilities to look at safety measures that can be taken to further protect employees.

He pointed out that this is the transition phase and further pointed out that June 1st starts hurricane season. There are predictions that there will be sixteen named storms this year.

Mayor Williams announced that McDonalds was providing free breakfast and lunch to first responders.

Councilmember Koss thanked Chief Lamm for his leadership during this time. She spoke in reference to medical institutions and bed availability. In response, Chief Lamm noted that he had been on a conference call with the Governor's office last week and they provided the number of hospital beds ready to go. Florida is far beyond what New York was ready for. All of this information will help in the future regarding lessons learned and what the State was capable of.

Chief Lamm assured all that Florida was in a great position.

Westminster Abby was discussed and it was pointed out that they do not have any cases of the virus. Chief Lamm advised that they were very proactive in the beginning and they implemented great strategies and tactics.

Chief Cantaloupe reminded everyone that Time Out Sports Bar will be providing meals this Sunday. They have provided meals to the public the past two Sundays. He thanked all that have participated as well as the sponsors. Island Pancake House in Merritt Island is providing meals as well.

Councilmember Koss spoke of her appreciation of Chief Cantaloupe and the police department. Chief Cantaloupe announced that staff has been doing well.

Mr. Smith provided an update on the dredging project on Harrison Street and advised that C & D Construction was doing the t-docks and day slips.

Mr. Smith further advised that there was a preconstruction meeting with Virgin Trains and FDOT. They are planning to start construction around next March. There will be hard closures during that time but no plans as of now. He assured Council that he would provide updates as they are received.

Mayor Williams thanked Public Works for all that staff was doing. He has received calls thanking the City.

Councilmember Koss was happy to see the status of Horseshoe Pond. Mr. Smith spoke in regards to the pond, and mentioned that a lot of vegetation has been removed. He was hoping that the work being done it would begin to function properly.

Mr. Smith further spoke about the floating wetlands in a pond near, it was a pilot program.

Deputy Mayor Goins asked about ramps on Washington Street and advised that there was an area in front of a house in Regina Myra that always gets flooded. He asked if that could be looked into and Mr. Smith agreed to do so.

Deputy Mayor Goins requested that storm drains continue to be kept clean with the rainy season coming up.

Ms. Bowman advised that the audit was nearing completion and they hoped to have statements issued by Friday. In the past, an agenda item was done and they would have a brief presentation at a Council meeting, however, individual appointments have been set up with City Council.

Secondly, Council had approved a Section 108 loan regarding the Joe Lee Smith Center and those documents would be signed after this Council meeting. The City Attorney would be virtually present.

Lastly, staff was carefully tracking costs associated with COVID-19, as the City was operating under Category B for FEMA funding. They were also looking into grants and other monies available.

Discussion was held as to why a presentation would not be done for the audit. Ms. Bowman advised that one on one meetings would allow for more in-depth conversation with Council.

Interim City Manager Fuhrer added that typically it is a very brief presentation that just provided highlights of the audit. Staff feels that individual meetings would be more relaxed and would add another layer of depth to the document.

Mr. Walsh noted that Utilities has remained status quo. There have been no changes since those that were discussed in prior meetings. He thanked Cocoa Village Playhouse for the face masks. They are providing 100% of service. He thanked Finance, HR, and IT for their support as there have been many changes over the last month. Operations seem to be moving along smoothly.

He advised that the American Water Infrastructure Act deadline was a few weeks ago and he made that submission. A second part would be due in six months and he would be working with Jacobs to complete that plan.

Ms. Bunt stated that building and permitting were still doing things via facetime, pictures, or any type of virtual inspections that can be done are being done. They are completing about fifteen per day. Additionally, they are looking at starting Planning & Zoning and Board of Adjustment meetings back in June.

Lastly, there will be a Business Resource, Continuity & Resilience Workshop held via Zoom on Wednesday, April 29th beginning at 8:30 a.m. You can register on the City's website.

A question was posed as to whether or not non-profits were being reached out to about the Census. In response, Ms. Senger noted that they were taking various avenues to get the word out. They have tried reaching out to churches, as communications have been sent out, but not a lot of feedback has been received back. The Mayor asked for information that he could provide, as he would be going to several churches and he would be happy to provide informational items to them.

Interim City Manager Fuhrer mentioned that departments will begin to implement changes as the Governor's Safer at Home order changes. They are looking at slowly getting things back to normal operations. Schools are closed for the remainder of the year which will provide challenges to some employees. A lot continues to evolve with this pandemic.

Deputy Mayor Goins advised that he did a walk- through of the Joe Lee Smith center and there were a few things that he felt were not up to par. They were things such as wi-fi, soundproofing, a sound system, and a few other minor things.

Mayor Williams agreed and noted that some of his concerns with the building were brought up in September of last year. Things need to be done correctly.

Councilmember Warner clarified that his issue was with the amenities not the construction and that it was stuff that should have been completed in the initial stages. She pointed out that they use W & J Construction a lot. In response, Deputy Mayor Goins stated that it was just the plans, not the product. Mayor Williams felt that it might have been a little change in the design.

Deputy Mayor Goins believed that with parks closed citizens are starting to gather at stores and other places. He asked that police patrol these areas a little extra.

Councilmember Warner has noticed more pedestrian traffic in the City and everywhere and would like for all to be cautious of that. There are also a lot of gatherings in carports and yards and they need to be reminded to spread out as well.

Councilmember Koss thanked all employees for their endurance during all of these changes. She also thanked Cocoa Village Playhouse for the masks. She asked if the playhouse could possible conduct their practices at the amphitheater in order to practice social distancing.

She pointed out that on May 2nd Dr. Brotemarkle was going to provide a tour for Council of the museum. She asked Council's thoughts on this, if it should be cancelled or if they could continue with the tour as long as they wear masks. Council agreed and felt it was up to Dr. Brotemarkle as to whether or not he felt comfortable doing the tour at that time.

Mayor Williams thanked all employees for their hard work and for taking time out on weekends to serve the community. He thanked Time Out, Stumpy's, Curt Myers, the REAL Church, Pebbles Catering, and noted there were many more. There are many who have stepped up to provide food to the community and want nothing in return.

Cocoa High School was still planning graduation and are looking at the date of June 26th or July 24th. He congratulated all of the seniors and stated they should be proud of themselves.

In closing, Mayor Williams asked how long the City had gone without a contractor to take care of lawn abatements. In response, the Interim City Manager advised that the contract expired last fiscal year and it was temporarily extended through December.

VI. Consent Agenda:

None.

VII. Public Hearings:

None.

VIII. Council Business:

1. Seek Council direction on the temporary waiver of building permit fees related to the installation of solar photovoltaic and thermal systems previously approved by City Council. (20-212). (Community Services Director)

   Ms. Bunt pointed out that Resolution No. 2019-032 was approved in May 2019 and she provided a thorough background on the resolution.

   She provided staff recommendations and mentioned that staff was recommending Option #3 which is to: Request staff bring a Resolution amending Resolution 2013-37, which previously established a schedule of building permits fees and eliminate the building permit fee associated with photovoltaic and thermal systems.

   Councilmember Koss advised there were about fifty homes in Cocoa with solar.

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

   AYES: Williams, Goins, Boisvert, Koss, Warner

   THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Pursuant to the Interlocal Agreement between the City of Cocoa and Brevard County regarding the Diamond Square CRA, recognize and approve Mr. Larry J. Brown as the Board of County Commissioner's designee and authorized representative to serve on the reconstituted Diamond Square CRA. (20-221). (Administrative Services Director)

* **MOTION by Councilmember Warner; Seconded by Deputy Mayor Goins, to approve, for discussion.**

   Deputy Mayor Goins made everyone aware that Mr. Brown is a board member with ANR (Alliance for Neighborhood Restoration). He wanted to ensure that Mr. Brown and the CRA were aware that there could be voting conflicts.

   Councilmember Warner was sure that the CRA attorney would go over that information with him.

   AYES: Williams, Goins, Boisvert, Koss, Warner

   THE MOTION CARRIED UNANIMOUSLY (5-0)

3. City Council consideration of promoting Interim City Manager to City Manager position. If necessary, approval of Agreement between the City of Cocoa and the Mercer Group, Inc. as the executive search firm for the City Manager search. Approval of Budget Resolution Number 2020-139 amending the Fiscal Year 2020

Budget and the attached Budget Adjustment Form #20-062-T transferring budget to the City Manager's operating account from General Fund Contingency. (20-222). (Administrative Services Director)

Ms. Gemmati presented this item and advised that earlier in the meeting there had been discussion on this.

Ms. Senger pointed out that a few e-comments were received on this item and she read them each into the record[2]. They were from Emma Kirkpatrick, HCVMS; Candace Rogers, Cocoa resident; and Janne Etz, business owner.

Deputy Mayor Goins appreciated the comments he has heard from everyone but mentioned that even if a recruiting firm is hired, the Interim City Manager can still prove himself. Nothing will change that. He felt what the consultant would cost was a drop in the bucket and this was an important decision.

Councilmember Warner has no objection on the search firm she was just not sure now is the best time to search. She agreed that this firm was by far the best that they had to choose from. This will give the Interim City Manager an opportunity to work, which she would like to see how he handles the budget.

Her biggest concern was that an applicant could be risking their job to apply and she felt that they should be told that there was a strong internal candidate.

Deputy Mayor Goins asked for clarification on what she meant by the budget process. In response, Councilmember Warner explained that the budget is usually pretty much completed and clear as to what it will be by June or July. She did not expect that Mercer would be back until that time frame with applicants.

Councilmember Koss wanted to give the public an opportunity to provide feedback and to be supportive of Council's ultimate decision. She has studied organizational theory and this will be one of the most important decisions that she will make during her tenure. She would support the executive search firm and feels that this could be done publicly and transparently. Her decision is to move forward with this, support the Interim City Manager, and to see his work in the next few months. She does not want to put this decision off.

Councilmember Boisvert believes that the Interim City Manager should be given a chance. He has a knowledge of the city and he knows employees and believes that he is a good fit.

[2] EXHIBIT B: E-Comments rec'd from E. Kirkpatrick, Candace Rogers, and Janne Etz

Mayor Williams believes that the Interim City Manager is doing a good job, but believes that we should see what is out there. Additionally, he does not want it to be out there that there is a strong candidate, because you never have a strong candidate. Interim City Manager Fuhrer is a front runner in the race. He knows that a lot of things are done internally but its time to see what else it out there.

Councilmember Warner advised that if they wanted strong candidates than Council needed to be united and on the same page. If they appear to be divided they would not receive strong candidates. She felt that they were all currently on the same page but understands Councilmember Boisvert's thought process.

Ms. Gemmati advised that they had just received a comment from Jennifer Riggs, about blacklisting names until the public meeting. Ms. Gemmati explained that the names would not be exempt from records and once we get the records they are public record.

Councilmember Warner confirmed that if they are with the Mercer Group they are not public record until the records get to us. Ms. Gemmati noted that was correct.

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

AYES: Williams, Goins, Koss, Warner

NAYS: Boisvert

THE MOTION CARRIED (4-1)

Ms. Gemmati added that there may be a couple of minor changes to the attached contract.

4. Seek Council direction on an inquiry to assist the small businesses and non-profit agencies renting space (with rental fees in excess of $1) at the Porcher House and Civic Center during the COVID-19 pandemic. (20-229). (Interim City Manager)

Interim City Manager Fuhrer spoke in regards to this item and reminded Council that at the last meeting, an inquiry from a tenant was raised regarding their rent at the Porcher House. All of the information regarding tenants, their rent and contact information was included in this agenda item.

Councilmember Warner was fine with approving a deferment for a month or so with the exception of St. Mark's. She pointed out that like all other churches most of their revenue comes from Sunday mornings. They are not using the building at all as their space is used for a classroom. All of the others are utilizing their spaces.

In response, Ms. Senger advised that none of the tenants were utilizing their space at this time.

Councilmember Warner was aware rent was cheap but with the limited ability to utilize their spaces she had no issue with a deferment until this was over.

Councilmember Koss believed that St. Mark's was still functioning as they collect tuition for schooling.

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Goins, to approve Option #2, which is give tenants an optional rental deferment option for the months of May and/or June. Tenants would be required to pay the deferred rent with the July and August payments. Deferment would be on all or a portion of the rental amount requested by the tenant of their monthly total only and would not include Common Area Maintenance fees or taxes. No late fees or interest will apply to the deferred amount.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Reallocate Proceeds from the Water and Sewer System Revenue Bonds, Series 2018B; Approve a Resolution Amending the FY 2020 Budget, BAF #20-063-T. (20-236). (Finance Director)

Ms. Bowman advised that this item would reallocate the budget to use Series 2018 bond proceeds. This amendment will move money from different project and it will all go to the CCRIP. An agenda item will be brought forth at the next Council meeting to present the reallocated list.

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. To review the current COVID-19 Public Health Emergency Information and Consider the Cancellation of Certain Public Meetings and Public and Private Events. (20-232). (Interim City Manager)

Interim City Manager Fuhrer explained that at the Special City Council meeting held on March 17th all meetings were cancelled with the exception of City Council meetings. The next regular City Council meeting is May 13th.

He noted that with the Safer at Home order expiring this month the City could explore hosting some of our board meetings in a virtual manner or publicly with limited capacity. There are a lot of avenues to be explored but staff would ask Council to extend the closures through at least May 11th.

Councilmember Warner spoke about the Planning & Zoning Board and Board of Adjustment which are both quasi-judicial boards. She asked if there was a way to have those and possibly Code Board, and still observe social distancing. When it comes to public events she does not want to be responsible for inviting a lot of people to the park.

Interim City Manager Fuhrer advised that those boards are cancelled through May already.

Attorney Garganese echoed the Interim City Manager and mentioned that with quasi-judicial matters and exercising a proper hearing under these circumstances was very challenging. This order goes through April 30th. Many cities have cancelled those meetings for the time being and are waiting to see how the Governor's order plays out. He further noted that even though an applicant may be able to attend a meeting others may not.

Mayor Williams was in favor of cancelling May and June events but would like to revisit July events later.

Interim City Manager Fuhrer stated that they had spoken with the fireworks vendor regarding the July 4th event. This event is hosted with the City of Rockledge and at this point they have not heard back from the Brevard Symphony Orchestra to see if they are interested in participating. The vendor needs a commitment by mid-May, as they are also the vendor for surrounding cities. The City of Rockledge has cancelled their community picnic, but they have not received information from the Port or Cocoa Beach.

He noted they could revisit the July 4th event at the first meeting in May and will have hopefully heard from Brevard Symphony Orchestra.

It was determined that all events in May and June would be cancelled. This would include all public and private events. They will reconsider the July 4th event and all other July events at the first Council meeting in May, which is May 13, 2020.

* **MOTION by Councilmember Warner; Seconded by Councilmember Koss, to cancel all public and private events in May and June and revisit July events at the first Regular Council meeting in May (May 13, 2020).**

Deputy Mayor Goins asked about code lien reduction applications.

Attorney Garganese advised that with code lien reductions that go before the Code Board, the Code Board is acting in an advisory capacity, so during this time, those applications could be presented directly to City Council with their usual recommendations. This would keep those moving along and current.

It was further decided that the City Clerk's office could reach out to other boards to see if they were willing to meet via other methods discussed during the month of May.

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. City Business:

1. Approve a Resolution amending and updating the Utility Handbook with a supplement policy for temporary changes in existing policy related to the COVID-19 response. (20-207). (Finance Director)

Ms. Bowman explained the changes that were being approved.

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve a Resolution to Commit Funds in the General Fund Balance to Increase the Stabilization Reserve for Fiscal Year 2020. (20-230). (Finance Director)

Ms. Bowman advised that this was a standard item that had to be done on a yearly basis.

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

3. Approve City Staff's recommendation for award of RFP# P-20-09-COC, Insurance Broker Services - Employee Benefits to Gehring Group Inc., for the City of Cocoa. Authorize the City Manager to negotiate and execute an attorney approved multi-year contract commencing on May 1, 2020 to April 30, 2023, with two optional performance based annual renewals. (20-172). (Administrative Services Director)

Ms. Gemmati advised that the City has utilized the Gehring Group since 2012. There have been renewals since then and it was decided last year to renew for an additional term and then to go out to bid. A committee was formed to help review and listen to proposals.

Discussion was held on the Gehring Group, how they are paid, and services that they provide to the City. Ms. Gemmati pointed out that they encourage employees to use the Gehring Group to help with claims and other issues they might encounter.

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Approve a Resolution Amending the FY2020 Budget, accepting a Multi-Year Grant award from the Florida Department of Agriculture and Consumer Services through the Florida Forest Service, and also provide the funding for the City's Revenue Match, Budget Amendment Form # 20-060-A. (20-209). (Public Works Director)

Mr. Smith presented this item and noted that the City had recently been award this grant and he explained what each year of the grant would entail.

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

In closing, Mayor Williams announced that Cocoa Community First and Perrone Properties have been a part of what was happening at Time Out Sports Bar. On Mother's Day, which is Sunday, May 11, 2020, several others have stepped up to help provide meals. He asked if the City would be willing to contribute $1,000 towards the feeding.

In response, Interim City Manager Fuhrer advised that the donation account was currently below that amount but he would look into other funds to see what was available. He would seek out other information as well regarding the event.

Councilmember Warner mentioned that both she and Councilmember Boisvert have money left in their donation funds and she was willing to donate her remaining amount towards this event. Mayor Williams announced that Jacobs donated as well.

Councilmember Boisvert agreed to donate his remaining donation funds.

Councilmember Koss asked the Interim City Manager about information she had requested on DMD consultants. In response, he pointed out that she was referring to Item X.1 regarding purchase order approvals item under the Informational agenda. This was the transaction for $49,984.00 on February 20, 2020. He informed her that he was researching this.

X. Informational Agenda:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 03/31/2020. (20-205). (Finance Director)

2. FY 2020 Budget Adjustment Report. (20-213). (Finance Director)

3. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (20-214). (Finance Director)

4. Data showing the relation between the estimated and actual income and expenses to date. (20-215). (Finance Director)

5. Cocoa Police Department District Event Statistics for the months of January and February, 2020. (20-218). (Chief of Police)

XI. Adjournment:

Councilmember Warner advised that she just received word that Rec 225 was doing free lunches as well and it was sponsored by Red Bull.

Ms. Senger further advised that Murdocks was doing this as well.

*** MOTION by Councilmember Boisvert; Seconded by Councilmember Warner, to adjourn the Regular meeting of April 22, 2020.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 12:43 p.m.

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

Guest User
Location:
Submitted At: 7:20pm 04-21-20
Anastacia Hawkins, 2130 Michigan Avenue, Cocoa, FL 32926
Hello everyone:
I hope you are all doing well. We are all well at the Playhouse.
We are now up to over 1,000 facemasks produced and distributed by our Costume Dept led by Dan Hill.
We are awaiting the time to be able to gather and rehearse to prepare to begin our productions. This is the
challenge because we can not "make" a show without training the performers through rehearsing. As you know,
we have no income from ticket sales right now and we hope to open online ticket sales next week for advance
sales to finish the musical INTO THE WOODS the last weekend of May. Sales will also be open for the musical "9
to 5" to open and run for three weekends beginning June 12th. Of course, if the gathering date continues to
move farther away, our schedule will continue to move farther out. We will follow the governmental guidelines for
returning to business.
Our plan is the same as we reported at the last council meeting. We have no idea if people will purchase advance
tickets during this time but we at least need to try in order to keep our doors open. We still have not received any
funding through the SBA loan program or the PPP although we applied very early in the process.
If you have any questions or need anything from us, please call or text my cellphone. I am available around the
clock. Again, thank you.
Agenda

Guest User
Location:
Submitted At: 5:07pm 04-20-20

Dear Members of Council,

In consideration of these extraordinary times, we recognize the importance of stability and continuity for our best possible recovery.

The Historic Cocoa Village Main Street would like to show its support for maintaining the interim City Manager, Matt Fuhrer, in that position during the upcoming period of important decision making.

This will provide the obvious attributes of continuity in crisis; familiarity with the City and its business and political affiliates; and fully developed relationships with existing staff.

We have had the pleasure of working with Mr. Fuhrer in many capacities through the years and have always found him courteous, thoughtful of ideas and possibilities, responsive and extremely knowledgeable. He has had the opportunity through the years to learn and understand the complex entity that is our City.

From the perspective of our organization, within the framework of our area of operation and mandate, Matt has a genuine interest in and commitment to the success of the Village, its waterfront and its future economic development.

We fully appreciate the very important decisions you will be called to make during this difficult time and believe that Matt Fuhrer has the ability to facilitate the City's recovery.

Sincerely,
Emma Kirkpatrick,
Historic Cocoa Village Main Street President and The Board of Directors

From: Candace Rogers
To: Jake Williams; James Goins; Don Boisvert; Brenda Warner
Cc: Matthew Fuhrer; Edward Green
Subject: City Manager Selection Process
Date: Sunday, April 19, 2020 1:05:50 PM

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

To: Mayor Williams and City Council members
Fr: Cocoa Village Neighborhood Coalition
Managing Director and Co-Director
Candace Rogers and Ed Green

Upon the resignation of Mr. John Titkanich, our former city manager, the city council voted unanimously to appoint Mr. Matt Fuhrer as interim city manager. On April 14th, the city council's agenda was centered on selecting an executive search firm to find a suitable candidate for the city manager position. Before the search firms' presentations began, Mr. Ken Parker with the Florida City and County Management Association was invited by the city to comment on the process. Mr. Parker's advice based on experience pointed out that certain policies needed to be answered before moving forward.

What does Mr. Parker recommend?

If the City Council has an internal candidate, he would strongly recommend that you not begin the search process until after you decide whether to employ the internal candidate or if the internal candidate states clearly that she/he will not be a candidate and will not apply for the position. Mr. Fuhrer was asked this question and he stated according to his contract that he would be offered that opportunity. He stated he would like to be considered. The council agreed to speak with him individually regarding his desire to be the city manager. In the meantime, the council moved forward unanimously to select the executive search firm but withhold signing a contract.

The average time to fill such an important position can take three to four months, but as we are all aware, these are not normal times. We are all experiencing the pandemic, which on its own, complicates matters. Now consider we are heading into hurricane season and our budget season that will be challenging with this economic downturn. These would probably be some of the same reasons a quality city manager would give in *not* wishing to abandon their city.

How can we turn this challenge into a positive one?

This situation actually provides the city with some wonderful opportunities but foremost, we can have stability as we navigate these uncertain times. Allowing Matt to work on his own and exercise his own discretion and vision would be an excellent audition opportunity to see if he would fit as the permanent manager. Matt knows the city, has corporate knowledge and has a good working relationship with elected officials, staff and citizens. There is no learning curve at a time when we can least afford one. In our dealing with him on coalition issues, he has always been knowledgeable, responsive and respectful.

Using this approach will give Matt an opportunity to demonstrate his skills as a leader and a glimpse into his strengths and weaknesses. It should begin with a clearly defined set of criteria from the Council, laying out what attributes and benchmarks will be used to evaluate performance. These should be the same criteria Council would provide to a consultant to guide their search. The city should conduct a review specific to these criteria, perhaps in six months, when either party can opt-in or out. This whole process can be conducted publicly and with transparency.

After this “test drive”, you should know whether Matt is a good fit for the long term and, just as importantly, he should know whether the manager's job is right for him. This is an advantage that is lost in an all-out search, where a test drive is not possible. You could potentially select a candidate who looks great on paper or in interviews but just doesn't work out. If a newly selected candidate doesn't live up to expectations or finds that the city does not live up to theirs, we will be thrown into turmoil. We need to look no further than the example of Tim Tebow. He is an outstanding athlete and a good man. By all measures, he looked like he was on a path to a brilliant NFL career, but once he was drafted, it just didn't work out.

Is there a downside to this approach?

It has been suggested that the city needs a culture change, and this is best accomplished by bringing in new blood. There is, however, a growing body of thought among organizational development professionals that some of the most powerful forces for organizational change come from within when properly nurtured. If Matt doesn't work out, we can then proceed to a search at a time of our choosing.

In no way is this opinion advocating any person for city manager, but rather the process and timing in which we maintain stability during these times. This gives the city the opportunity to experience a candidate's leadership and management capabilities in a way that is not possible with a traditional search. We also can imagine that in the midst of the current crisis, and knowing that we are facing a turnover on the Council, a broad search may yield a reduced number of qualified

candidates.

Conventional wisdom says that the only way to find the BEST candidate is to do a broad search. There is also a maxim that states that the perfect is the enemy of the good. The city does not need the perfect manager, or even the best manager if one does indeed exist. We need a good manager who is a good fit…one who can leverage the strengths of the team. We all want what is best for the city and with that in mind let us proceed during these complicated times with stability by allowing Matt to work on his own and exercise his own discretion and vision. *If necessary, going for a broad search at a more advantageous time does not hurt the city but allows for additional options.*

April 19, 2020



Reply Reply all Forward

From: wiregems
To: CityCouncil
Subject: City Manager situation
Date: Tuesday, April 21, 2020 4:41:39 PM

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Honorable Mayor and Council--

Speaking only for myself as a long-time business owner in Cocoa, and not on behalf of any organization or agency, I would like to express my desire to see Council retain Matt Fuhrer as interim City Manager for the near future, and NOT spend money to go out for bid for a potential hiring consultant.

These are unprecedented and uncertain times. Not only the coronavirus threat, but the imminent hurricane season and the City's annual budget process are all going to be affecting the citizens and businesses of Cocoa.

When it became necessary to consider a new City Manager, Council promised the public transparency in the hiring process. With conditions the way they are and access to Council meetings restricted, the community has practically no chance to participate, and limited access to information for full understanding of the process.

In addition, I'm sure City revenue is being affected every day. Perhaps it's better to hang onto the money that would be spent on a consultant until circumstances even out a bit.

Let's at least get to the other side of the health crisis and the budget process with an interim Manager who understands our City, its goals, and its challenges. Then go all out with a search if that's what's necessary, or breathe easy because we may have discovered we already have just what we need.

Thank you for your consideration,
Janne Etz

216 Brevard Ave.
Cocoa, FL

Legislation Details (With Text)

File #:	20-235	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	4/20/2020			**In control:**	City Council
On agenda:	5/13/2020			**Final action:**	
Title:	Proclamation: Proclaiming the week of May 17-23, 2020, as "National Public Works Week".				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	National Public Works Week.pdf				

Date	Ver.	Action By	Action	Result

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PROCLAMATION

***WHEREAS**, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of City of Cocoa; and*

***WHEREAS**, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and*

***WHEREAS**, it is in the public interest for the citizens, civic leaders and children in City of Cocoa to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and*

***WHEREAS**, the year 2020 marks the 60th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.*

***NOW THEREFORE,** I, Mayor Jake Williams, Jr., on behalf of the City Council of the City of Cocoa, do hereby proclaim the week May 17 – 23, 2020 as:*

"National Public Works Week"

and urge all citizens to join with representatives of the American Public Works Association/Canadian Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

CITY OF COCOA CORPORATE SEAL FLORIDA

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 13th day of May, 2020.

Mayor

ATTEST:

City Clerk

Legislation Details (With Text)

File #:	20-224	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	4/14/2020			**In control:**	City Council
On agenda:	5/13/2020			**Final action:**	
Title:	Approve Task Order 2020-10 with Jacobs Engineering Group (Jacobs) to Assist the Dyal Water Treatment Plant (WTP) to Support the Supervisory Control and Data Acquisition (SCADA) System; Approve a Resolution Amending the FY2020 Budget, BAF # 20-059-T. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-JACOBS 2020-10 - $175,000.00 - UT-DYAL.pdf Cocoa SCADA Support Services FY20 SOW 2020_04_13.pdf COI - Jacobs Eng -- Expires 07.01.2020.pdf RFQ-20-03-COC JACOBS ENG. GROUP AGREEMENT.pdf Budget Resolution FY 2020.docx BAF 20-059-T -UT-SCADA Support Services-Jacobs (5-13-20).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 14, 2020
Agenda Date: May 13, 2020
Prepared By: Chris M. Collier, Asst. Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
Approve Task Order 2020-10 with Jacobs Engineering Group (Jacobs) to Assist the Dyal Water Treatment Plant (WTP) to Support the Supervisory Control and Data Acquisition (SCADA) System; Approve a Resolution Amending the FY2020 Budget, BAF # 20-059-T

BACKGROUND:

One of the most critical components to the successful operation of the Dyal WTP is the efficient and effective use of the Supervisory Control and Data Acquisition (SCADA) system. This comprehensive system assists the operations staff by automating processes related to well field pumping of raw water, water treatment at the plant, operating the elevated tank, and operating distribution pump stations. This system helps to ensure the consistent delivery of high-quality potable water to our customers.

A comprehensive upgrade to the SCADA system occurred between October 2012 and December 2018. To successfully upgrade and maintain this complex system, a task order with the approved engineering consultant (Jacobs) is required to support City staff and the SCADA control system. The

support includes software upgrades, periodic maintenance, troubleshooting, and minor improvements. Jacobs will coordinate and perform the SCADA system support work as determined and authorized by City staff. Initial work consists of performing a software upgrade to seven (7) virtual servers housed on the demilitarized (DMZ) server which functions as an additional layer of security to the system. Additional tasks include upgrading the operating system software on three SCADA servers each with multiple virtual servers, upgrading/updating antivirus software and windows updates, performing system backups, and evaluating reliability, enhancing cyber security, and developing data archive procedures. Several of the recommended task order items were identified as part of the initial SCADA master plan, and several tasks were added during the recent America's Water Infrastructure Act (AWIA) risk and resiliency assessment as high priority items to address. Completing these recommended critical tasks will enhance the security and reliability of the SCADA system.

The contract with Jacobs was approved by City Council on November 13, 2019, under RFQ-20-03-COC, and signed on February 5, 2020. Staff requests approval of Task Order 2020-10 with Jacobs.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	Yes, BAF #20-059-T
Amount Requested	$175,000
Account Number	421-4020-536.31-03
Account Name	Engineering Services
Source of Funds:	421-4020-536.46-00

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Approve Task Order 2020-10 with Jacobs Engineering Group (Jacobs) to Assist the Dyal Water Treatment Plant (WTP) to Support the Supervisory Control and Data Acquisition (SCADA) System; Approve a Resolution Amending the FY2020 Budget, BAF # 20-059-T.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=8332460&GUID=E950369B-D97C-4A67-89E7-BD97F16D5DB3* is a secure document that has been embedded in this document. Double click the pushpin to view.



City of Cocoa
Task Order 2020-10
SCADA Support Services
Fiscal Year 2020

Services proposed by Jacobs Engineering Group in this Task Order will be performed in accordance with the Agreement for Continuing Engineering Services for Water System dated February 5, 2020, between the City of Cocoa, and Jacobs Engineering Group Inc.

Background

The City of Cocoa has performed an upgrade to their Supervisory Control and Data Acquisition (SCADA) system. This system is the main control system for the water treatment, well field pumping, and distribution pump stations. This task order provides assistance to the city to support the SCADA control system including periodic maintenance, troubleshooting, and minor improvements.

Task 1 – SCADA Services

Jacobs will coordinate and perform the SCADA system support work as determined and authorized by the City of Cocoa within the compensation limits of this task order. Work activities may include the following types of work:

- Monthly and periodic onsite visits to the water treatment facility by Jacobs SCADA and Operational Technology (OT) staff
- Perform assessment of the computer log files
- Assess system performance
- Perform troubleshooting as requested by the city
- Perform minor changes to the control system as requested by the city
- Assess SCADA network performance
- PLC programming
- HMI programming
- Historian configuration
- Telemetry support
- SCADA OT network support
- Backup SCADA files
- SCADA reporting support
- HMI trending support
- Training as requested
- Management and Information Solutions (M&IS)
- HACH WIMs system support
- CMMS system support
- Emergency telephone support services
- Other SCADA support services as authorized by the city to maintain a reliable SCADA system

- Some tasks may be performed via a remote connection or partially performed in a Jacobs office with final installation onsite as determined by the city

Project Deliverables

- Monthly task status report when work is performed
- Meeting minutes for meetings with City of Cocoa staff

General Project Assumptions

- This task order does not include material procurement or subcontract services.
- All deliverables will be provided in electronic format with no hard copies.
- City of Cocoa will provide written review comments for draft deliverables within two calendar weeks or deliverable will be considered acceptable as submitted.
- All documents will be submitted as a draft for City of Cocoa review and comments. Comments will be addressed and a final document issued.
- Jacobs will reasonably rely upon the accuracy, timeliness, and completeness of any information / data provided by the City of Cocoa, or other third parties.
- Jacobs consultation, review, configuration, or study (as applicable) of Client's software, hardware, products or systems (collectively "Client's System") in no way makes Jacobs responsible for the performance, operation or security of Client's System. Jacobs makes no warranty, whether expressed or implied, as to the viability or performance of Client's System. Additionally, Jacobs cannot and does not provide any representation, warranty or guarantee that its services will ensure Client's System will not be vulnerable, susceptible or open to outside infiltration, exploitation, hacking or breach from third parties, outside entities or sources. Client is solely responsible for the security of Client's System and Jacobs' services do not in any way relieve Client of any responsibility for the protection, firewalling and / or overall security of Client's System. Jacobs shall have no responsibility or liability for the security of Client's System and Client shall indemnify and hold Jacobs harmless for any claims, liability, actions, damages, expenses, and / or costs of any kind associated with any actual or alleged infiltration, data loss, data corruption, exploitation, hacking or breach of Client's System at any time regardless of the source or cause thereof.

Schedule

This proposal will cover services and activities to be delivered through September 30, 2020. Jacobs will commence work within 2 weeks of receiving a written notice to proceed.

Compensation

Compensation for the services authorized under this task order will be provided using the time and materials basis method with budgets between tasks being interchangeable. Project and subtask fee are shown in the Compensation Table below.

Compensation Table – Summary

	Hours	Rate	Labor Total	Travel/ Material	Subtotal
Task 1 SCADA Services					
Jr. Professional Engineer / Scientist / Consultant	236	$142.00	$33,512.00		$33,512.00
Mid-Level Consultant	100	$199.00	$19,900.00		$19,900.00
Sr. Professional Engineer / Scientist / Consultant	380	$218.00	$82,840.00		$82,840.00
Sr. Project Manager	104	$235.00	$24,440.00		$24,440.00
Travel and Expense				$14,308.00	$14,308.00
Grand Total	820		$160,692.00	$14,308.00	$175,000.00

Levels of effort for tasks are estimates based on the best information available at the time of task order development. As project scopes are better defined, actual levels of effort required and associated fees might differ and require coordination between the Program Management Team and the City. The Consultant's rates will be billed in accordance with rates defined in Attachment A.

This proposal is effective for 90 days.

Acceptance

This Task Order shall become part of the Agreement upon execution by both parties.

Approved for City of Cocoa

By: _____

Title: _____

Date: _____

Accepted for Jacobs Engineering Group.

By: _____
Francois Didier Menard

Title: Vice President

Date: April 13, 2020

Attachment A
Jacobs FY2020 Per Diem Schedule

Classification	Description	FY2020 Rate
Engineer 9	Principal	$235
Engineer 8	Senior Reviewer/Consultant	$235
Engineer 7	Senior Project Manager	$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$142
Engineer 2	Project Engineer/Scientist/Consultant	$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	$110
Engineer 0	Engineering Intern	$95
Technician 5	Senior Construction Manager/Senior Designer	$169
Technician 4	Construction Manager/Senior Technician	$142
Technician 3	Senior Construction Inspector	$120
Technician 2	Construction Inspector/Technician	$110
Technician 1	Junior Construction Inspector/Junior Technician	$85
Technician Aide	Technical Aide	$80
Office	Office/Project Administration	$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.

2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.

4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.

5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.

6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0437153 1-212-948-1306 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): 1-212-948-1306 E-MAIL ADDRESS:
INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 1000 Wilshire Blvd., Suite 2100 Los Angeles, CA 90017	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ACE AMER INS CO — 22667 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 58495571 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HDO G71565129	07/01/19	07/01/20	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X CONTRACTUAL LIABILITY						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 1,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
A	AUTOMOBILE LIABILITY			ISA H25295511	07/01/19	07/01/20	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SCF C65892327 (WI)	07/01/19	07/01/20	X PER STATUTE OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N	N / A		WCUC65892285 (AK,LA,OH,TX)	07/01/19	07/01/20	E.L. EACH ACCIDENT	$ 1,000,000
A	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C65892248 (AOS)	07/01/19	07/01/20	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	PROFESSIONAL LIABILITY "CLAIMS MADE"			EON G21655065 010	07/01/19	07/01/20	PER CLAIM/PER AGG AGGREGATE DEFENSE INCLUDED	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT MGR: Pamela Holcomb. CONTRACT MGR: Jeff Voorhees. RE: Program management, engineering, design and permitting services. CONTRACT END DATE: 2/5/2023. SECTOR: Public. *$2,250,000 SIR FOR STATES OF: AK, LA, OH, TX. City of Cocoa FL is added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

CERTIFICATE HOLDER	CANCELLATION
City of Cocoa FL 351 Schearer Blvd. Cocoa, FL 32922 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured			Endorsement Number
Jacobs Engineering Group Inc.			13
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
HDO	G71565129	07/01/2019 TO 07/01/2020	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

  i. The beginning of the Policy period, if this endorsement is effective as of such date; or

  ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured			Endorsement Number
Jacobs Engineering Group Inc.			3
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H25295511	07/01/2019 TO 07/01/2020	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

  i. The beginning of the Policy period, if this endorsement is effective as of such date; or

  ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured	Endorsement Number
JACOBS ENGINEERING GROUP INC. 1000 WILSHIRE BOULEVARD SUITE 1000 LOS ANGELES CA 90017	Policy Number Symbol: WLR Number: C65892248
Policy Period 07-01-2019 **TO** 07-01-2020	Effective Date of Endorsement 07-01-2019
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This Endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM,TX and WI.



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured **Jacobs Engineering Group Inc.**			Endorsement Number **7**
Policy Symbol **EON**	Policy Number **G21655065 010**	Policy Period **07/01/2019 to 07/01/2020**	Effective Date of Endorsement **07/01/2019**
Issued By (Name of Insurance Company) **ACE American Insurance Company**			

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

F. If **We** cancel or non-renew the **Policy** prior to its expiration date by notice to **You** for any reason other than nonpayment of premium, **We** will endeavor, as set out below, to send written notice of cancellation or non-renewal via such electronic or other form of notification as **We** determine, to the persons or organizations listed in the schedule that **You** or **Your** representative provide or have provided to **Us** (the **Schedule**). **You** or **Your** representative must provide **Us** with both the physical and e-mail address of such persons or organizations, and **We** will utilize such e-mail address and/or physical address that **You** or **Your** representative provided to **Us** on such **Schedule**.

G. The **Schedule** must be initially provided to **Us** within 30 days after:

   i. The beginning of the **Policy Period**, if this endorsement is effective as of such date; or

   ii. This endorsement has been added to the **Policy**, if this endorsement is effective after the **Policy Period** commences.

H. The **Schedule** must be in a format that is acceptable to **Us** and must be accurate.

I. **Our** delivery of the notification as described in Paragraph A of this endorsement will be based on the most recent **Schedule** in **Our** records as of the date the notice of cancellation or non-renewal is mailed or delivered to **You**.

J. **We** will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the **Schedule** at least 30 days prior to the cancellation or non-renewal date applicable to the **Policy**.

K. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the **Schedule** in the event of a pending cancellation or non-renewal of coverage. **We** have no legal obligation of any kind to any such person(s) or organization(s). **Our** failure to provide advance notification of cancellation or non-renewal to the person(s) or organization(s) shown in the **Schedule** shall impose no obligation or liability of any kind upon **Us**, **Our** agents or representatives, will not extend any **Policy** cancellation or non-renewal date and will not negate any cancellation or non-renewal of the **Policy**.

L. **We** are not responsible for verifying any information provided to **Us** in any **Schedule**, nor are **We** responsible for any incorrect information that **You** or **Your** representative provide to **Us**. If **You** or **Your** representative does not provide **Us** with a **Schedule**, **We** have no responsibility for taking any action under this endorsement. In addition, if neither **You** nor **Your** representative provides **Us** with e-mail address and/or physical address information with respect to a particular person or organization, then **We** shall have no responsibility for taking action with regard to such person or entity under this endorsement.

M. With respect to this endorsement **Our**, **Us** or **We** means the stock insurance company listed in the Declarations, and **You** or **Your** means the insured person or entity listed in Item 1 of the Declarations page.

All other terms and conditions of this **Policy** remain unchanged.



Authorized Representative

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
02/10/2020

NAME OF INSURED: Jacobs Engineering Group Inc.

SUPP (10/00)

RFQ-20-03-COC

Approved by Council 11/13/19
IX.3 (Authorize CM&Attorney)
to Negoiate & Execute Agreement

Term: 2/5/2020 thru 2/04/2023
Renewal Opt. 2/05/23 - 2/4/25
Renewal Opt. 2/05/25 - 2/4/27

AGREEMENT FOR CONTINUING ENGINEERING SERVICES FOR WATER SYSTEM

THIS AGREEMENT is made and entered this 5th day of February 2020, by and between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **JACOBS ENGINEERING GROUP INC.**, a Delaware corporation authorized to do business in the State of Florida ("Engineer"), whose principal address is 1999 Bryan Street, Dallas, TX 75201.

WITNESSETH:

WHEREAS, the City has a need to obtain engineering, design and permitting services from time to time for projects related to the City's water system on an as-needed, task - oriented basis; and

WHEREAS, the City has followed the selection and negotiation process set forth in the Florida's Engineers' Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, the Engineer participated in the selection and negotiation process; and

WHEREAS, the Engineer is willing to provide such engineering, design and permitting services to the City under the terms and conditions stated herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional two (2) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

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

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

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as may be amended from time to time, which shall constitute authorization for the Engineer to provide the engineering, design and permitting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Engineer" shall mean Jacobs Engineering Group Inc. and its principals, employees and resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in section 119.011(12), Florida Statutes, as may be amended.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by the Engineer or Engineer's independent professional associates and Engineers which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, as may be amended or any other actual and direct expenses the City agrees to reimburse by Task Order.

f "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in Section 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.0 herein, which sets forth the Work to be performed by the Engineer under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages the Engineer and the Engineer agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of the Engineer to perform engineering, design and permitting services on a "task" basis. The City will communicate with the Engineer, verbally or in writing, a general description of the task to be performed. If a site visit by the Engineer is needed to generate the scope of document, the Engineer shall request approval prior to visiting the site. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as **Exhibit "A,"** and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee or not-to-exceed budget shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City reserves the right, at its discretion, to

consider the Task Proposal as part of a formal or informal competitive bid process before approving or disapproving any Task Proposal.

The City will review the Task Proposal, along with any other task proposals submitted to the City by other contractors, and if the description, cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a mutually agreeable written "Task Order." The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering, design and permitting services for any City water system project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Engineer in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Engineer shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional services. Further, the City does not guarantee that any Work will be assigned to Engineer under this Agreement. The City reserves the right to assign or contract for professional services with any party at its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or task to Engineer under this Agreement.

2.3 The Engineer may be asked to perform any engineering services related to the Water System. The Services may include, but are not limited to, the following:

1. Engineering Design Services to include design submittals, specification development, permitting, and Engineer of Record services;
2. Bidding Support Services;
3. Construction Phase Services including; shop drawing and submittal review, responses to requests for information, and progress meeting attendance/management, periodic site visits, testing, Certification of Construction, Record Drawings, Resident Engineer (if required), Construction Management and Inspection, startup assistance/training, and the use of alternative project delivery methods;
4. Cost Estimating Services;
5. Design, support, and implementation for Supervisory Control and Data Acquisition (SCADA) and other Instrumentation and Controls (I&C) infrastructure per the City's Control Systems Configuration Standards. The Dyal Plant is currently using Wonderware for their SCADA platform;
6. Design and management support of repair and maintenance projects for the Dyal plant, supply, and distribution system;
7. Engineering assessments, including structural, process, hydraulic, pipeline condition, etc.;
8. Permitting assistance including consumptive use permitting, negotiations, and compliance;
9. Environmental impact assessments, including wetlands monitoring, and other environmental assistance;

10. Hydraulic, hydrogeologic, and water quality modeling, calibration and analysis including ground water hydrology, Aquifer Storage and Recovery (ASR) system assistance and well drilling assistance;

11. Planning evaluations and studies including long-term master planning and Capital Improvement Plan (CIP) development, validation, prioritization, scheduling, probable cost determinations and coordination with various planning agencies;

12. Water Quality Monitoring Program management assistance (Technical and regulatory support);

13. Studies related to water treatment and quality;

14. Assistance in regulatory negotiations with the St. Johns River Water Management District, the Florida Department of Environmental Protection, and other regulatory agencies associated with the development and operation of the water system;

15. Asset management and condition assessment assistance including operation and maintenance studies;

16. Information management services including Geographical Information System (GIS), Global Positioning System (GPS), instrumentation, custom programming/software, and other technologies;

17. Security system design, support, and implementation;

18. System optimization assistance including lost water mitigation;

19. Grants assistance and state/federal funding assistance;

20. Engineering evaluation and design of alternative and conventional water supplies, wells, treatment facilities, transmission and distribution system modifications, expansions and other improvements including development of specifications and bench/pilot scale testing when necessary;

21. Reporting assistance to regulatory and other agencies including document preparation, public meetings, and presentations;

22. Program management services, including program management/administration, scheduling, cost control, document control, program website updating, design management, construction project support, and public involvement services in support of the Cocoa Utilities CIP program and repair and maintenance projects for the water system;

23. Services related to the development of the City's project financing and/or budget;

24. Assistance with preparation of information for rate and fee determinations and associated revenue projections;

25. Miscellaneous services including public relations assistance, design review, program management services, financial controls, and easement acquisition services.

2.4 The maximum hourly rates and certain direct charges or unit prices, as applicable, that can be charged under this Agreement by Engineer, unless otherwise agreed by the City in writing, are set forth in **Exhibit "A"** and fully incorporated herein by this reference.

2.5 No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding $2 Million may be the subject of a Task Order under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 The City may make changes in the Services at any time by giving written notice to the Engineer. If such changes increase (additional services) or decrease or eliminate any amount of Work, the City and the Engineer will negotiate any change in total cost or schedule modifications. If the City and the Engineer approve any change, the Task Order will be modified in writing to reflect the changes; and the Engineer shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by the City's and the Engineer's designated representative.

3.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

4.1 The Engineer shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. The Engineer shall complete all of said services in a timely manner and will keep the City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should the Engineer fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed -upon schedule.

4.2 No extension for completion of services shall be granted to the Engineer without the City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

4.3 Any cost caused by defective or ill -timed services shall be borne by the party responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1 General Services. For basic and additional Services performed by the Engineer's principals, employees and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

5.2 Additional Services Performed by Professional Associates and Engineers. For additional Services and Reimbursable Expenses of independent professional associates and Engineers employed by the Engineer to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that billed the Engineer by the independent professional associates and Engineers. Prior to payment by the City, the Engineer shall submit to the City a copy of any written invoice received by the Engineer from all independent professional associates and Engineers which clearly evidences the amount billed by

the independent professional associates and Engineers for additional Services and any Reimbursable Expenses.

5.3 Witness Services. For witness services rendered by the Engineer's principals, employees, resident project representatives (and assistants) and independent professional associates and Engineers on behalf of the City in any litigation, arbitration or other legal or interested administrative proceeding in which the City is a named an interested party, the City agrees to pay the Engineer or independent professional associate or Engineer, which is used as a witness, an amount equal to that agreed upon by the party for a particular Task Order.

5.4 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Prompt Payment Act Section 218.70 et. seq., Florida Statutes.

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or costs associated with delays caused in whole or in part by the Engineer.

5.6 Errors and Deficiencies. The Engineer shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in the Engineer's services provided under this Agreement.

5.7 Payment Offsets. To the extent that the Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by the Engineer. Before withholding any payments, the City will provide Engineer with at least five (5) business days' notice to afford Engineer an opportunity to resolve the payment issue to the City's complete satisfaction within said time period.

5.8 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 the Engineer shall remain liable to the City in accordance with applicable law for damages to the City caused by the Engineer's negligent, reckless, or intentionally wrongful performance of any Services provided under this Agreement.

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. The Engineer shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. The Engineer's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

5.10 Acceptance of Payment. Acceptance of final payment by the Engineer for a

specific Task Order shall constitute a release of all claims for payment which the Engineer may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Engineer prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Engineer or to any remedies the City may pursue with respect to such claims.

5.11 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Engineer, the Engineer agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Engineer for any claims relating to the validity of a finding by the City of overpayment.

5.12 Partial Payments. Payment made to the Engineer shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Engineer of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

6.0 RIGHT TO INSPECTION

6.1 The City or its affiliates shall at all times have the right to review or observe the Services performed by the Engineer.

6.2 No inspection, review or observation shall relieve the Engineer of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 The City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. The Engineer's Project Manager and all other appropriate personnel shall attend such meetings as designated by the City's Project Manager.

8.0 SAFETY

8.1 The Engineer shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees and resident project representatives (and assistants) while performing Services provided hereunder.

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, the City shall grant the Engineer reasonable

access to the City's premises, records and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

10.1 Liability Amounts. During the term of this Agreement, the Engineer shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the amount of $3,000,000.00 per occurrence and in the aggregate with a deductible not greater than $50,000.00.

b. General Liability. The Engineer shall maintain comprehensive general liability insurance in the amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $5,000.00, unless a higher deductible is pre- approved by the City Manager, to protect the Engineer from claims of property damages and personal injury which may arise from any Services performed under this Agreement, whether such Services are performed by the Engineer or by anyone directly employed by or contracting with the Engineer.

c. Automobile Liability. The Engineer shall maintain comprehensive automobile liability insurance in the amount of $1,000,000 per occurrence combined single limit for bodily injury, including wrongful death, and property damage, which may arise from the ownership, use or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

d. Workers' Compensation. The Engineer shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. The City shall be an additional named insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City

may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type and quality as required by the Agreement.

10.4 Independent Associates and Engineers. All independent associates and Engineers employed by the Engineer to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 The Engineer shall comply with all requirements of federal, state and local laws, rules, regulations, standards and/or ordinances applicable to the performance of Services under this Agreement.

12.0 REPRESENTATIONS

12.1 The Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services. The Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. The Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. The Engineer shall provide the City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of Engineers (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on the Engineer's behalf with respect to the Services. In addition, the Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any

activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes and regulations applicable to the Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities at the time the Services are rendered. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by the Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Section 2.2 herein, the Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in the Task Order, that it will investigate the essential requirements of the services required by the Task Order and that it will have sufficient personnel, equipment and material at its disposal to complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

12.2 The Engineer represents that all principals, employees and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 The Engineer guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, the Engineer shall indemnify, hold harmless and defend the City, its officers, directors, employees, agents assigns and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright or trademark resulting from the use of any goods, services or other item provided under this Agreement. Notwithstanding the foregoing, the Engineer may elect to provide non - infringing services.

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Engineer related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. Said records, documents, transactions, writings, papers, letters, computerized

information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Engineer is required to and agrees to comply with public records laws. Engineer shall keep and maintain all public records required by the City to perform the services as agreed to herein. Engineer shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Engineer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Engineer shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Engineer of the request and the Engineer shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Engineer does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Engineer acknowledges that if the Engineer does not provide the public records to the City within a reasonable time, the Engineer may be subject to penalties under Section 119.10, Florida Statutes. The Engineer acknowledges that if a civil action is filed against the Engineer to compel production of public records relating to this Agreement, the court may assess and award against Engineer the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Engineer, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Engineer to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Engineer fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Engineer's failure to comply with this Section, the City shall collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. And, if applicable, the City shall also be entitled to reimbursement

of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

14.2. Reuse of Documents. All documents, including but not limited to, drawings, specifications and data or programs stored electronically or otherwise, prepared by the Engineer and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at any time. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Engineer, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Engineer.

14.3. Ownership of Documents. The City and the Engineer agree that upon payment of fees due to the Engineer by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Engineer waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Engineer or not.

14.4. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, the Engineer shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to, computer programs, software, standard details, figures, templates and specifications.

15.0 ASSIGNMENT

15.1 The Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of the City. Any subcontractors employed by Engineer for any Work required under this Agreement shall require prior written approval from the City, unless previously approved in the Task Order. Any attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

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

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

15.4 If any part of this Agreement is subcontracted by the Engineer, prior to the commencement of any Work by the subcontractor, the Engineer shall require the subcontractor to provide the City and its affiliates with insurance coverage as set forth by the City.

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, the Engineer and any approved subcontractors shall be considered an independent contractor(s) and not an employee(s) of the City.

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 In addition to the City's right to terminate this Agreement for convenience under Section 18.0 of this Agreement, the City also reserves the right to revoke and terminate this Agreement for a default and to rescind all rights and privileges associated with this Agreement, without penalty, based on a default including, but not limited to, any of the following circumstances, each of which shall represent a default and breach of this Agreement:

a. The Engineer defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefore; or

b. The Engineer is adjudicated bankrupt or makes any assignment for the benefit of creditors or the Engineer becomes insolvent, or is unable or unwilling to pay its debts; or

c. The Engineer has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

d. The Engineer has committed any act of fraud upon the City; or

e. The Engineer has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

f. The Engineer has assigned this Agreement or any Task Order without the City's prior written consent.

17.2 Notwithstanding the aforementioned, in the event of a default by the Engineer, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

17.3 In the event of such termination upon default and breach of this Agreement, any completed services performed by the Engineer under this Agreement shall, at the option of the City, become the City's property and the Engineer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Engineer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement, and the City may withhold any payments to the Engineer for the purpose of setoff until such time as the amount of damages due to the City from the Engineer can be determined.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, the City may, upon written notice to the Engineer, terminate this Agreement, without penalty, if: (a) the Engineer is in default pursuant to Section 17.0 Default; (b) the Engineer makes a general assignment for the benefit of its creditors; (c) the Engineer fails to comply with any condition or provision of this Agreement; or (d) the Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy the City may have under this Agreement. In addition, either party may terminate for convenience with no penalty at any time upon thirty (30) days advance written notice. In the event of such termination, the City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

18.2 In addition, either party may terminate for convenience without penalty at any time upon thirty (30) days advance written notice.

18.3 In the event of termination, Cityshall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to the City's affiliates' generating plants, their equipment or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

20.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

21.0 HEADINGS

21.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

22.0 SEVERABILITY

22.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

23.1 Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

23.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Engineer.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendices and Exhibits attached hereto, constitute the entire agreement between the City and the Engineer with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal–agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

28.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

29.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

30.0 DRAFTING

30.1 The City and the Engineer each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

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

For Engineer:

Jacobs Engineering Group Inc.
200 South Orange Avenue
Suite 900
Orlando, FL 32801
Attention: Mr. Didier Menard
Work: (407) 903-5252
Fax: (407) 903-5150

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8688 Phone
(321) 433-8698 Fax

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

31.3 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.

32.0 SOVEREIGN IMMUNITY

32.1 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. Engineer 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.

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

33.1 The Engineer hereby represents and warrants to the City the following:

a. The Engineer is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned representative of the Engineer has the power, authority, and legal right to execute and deliver this Agreement on behalf of the Engineer.

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer shall indemnify and hold harmless the City, its officers, employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

The Engineer specifically assumes potential liability for actions brought by the Engineer's own employees against the City and, solely for the purpose of this indemnification, the Engineer specifically 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 indemnity provisions set forth in this Section shall survive termination of this Agreement.

34.2 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Engineer expresses its willingness to enter into this Agreement with the knowledge that the Engineer'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 Engineer to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 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.

34.3 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

34.4 Notwithstanding any other provision of this Agreement, neither party shall have liability to the other for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of either party, their respective employees, or subconsultants.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of the Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make the Engineer or the Engineer's personnel in any way responsible for those duties that belong to the City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their

obligations, duties and responsibilities including, but not limited to, all construction methods, means, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. The Engineer and the Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except the Engineer's own personnel.

35.2 The presence of the Engineer's personnel at a construction site is for the purpose of providing to the City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). The Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents or for the safety of persons and property during construction which shall remain the sole responsibility of the construction contractor. Engineer will not bear any responsibility or liability for construction contractor's defects or deficiencies or for the failure to so detect. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. The Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Engineer for itself and its Sub-consultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any architecture, landscape architecture, engineering, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision or agency;

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

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

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

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:

CITY OF COCOA

John Titkanich, Jr. , City Manager

ATTEST:

Carie Shealy, City Clerk

ENGINEER:

Jacobs Engineering, Inc. **(Firm name)**

_____, Title
Francois D. Menard, P.E., Vice President

EXHIBIT A
HOURLY RATE SCHEDULE

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

Classification	Description	Rate
Engineer 9	Principal	$235
Engineer 8	Senior Reviewer/Consultant	$235
Engineer 7	Senior Project Manager	$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$142
Engineer 2	Project Engineer/Scientist/Consultant	$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	$110
Engineer 0	Engineering Intern	$95
Technician 5	Senior Construction Manager/Senior Designer	$169
Technician 4	Construction Manager/Senior Technician	$142
Technician 3	Senior Construction Inspector	$120
Technician 2	Construction Inspector/Technician	$110
Technician 1	Junior Construction Inspector/Junior Technician	$85
Technician Aide	Technical Aide	$80
Office	Office/Project Administration	$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.

2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.

4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.

5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.

6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.

City of Cocoa Budget Adjustment Form FY 2020 - 20-059-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4020 | DATE PREPARED: 04/14/20

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 175,000)	421-4020-536.46-00		Repairs & Maintenance	$ 2,329,200	$ 2,418,122	$ 2,243,122	$ 735,557
$ 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
($ 175,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 175,000	421-4020-536.31-03		Engineering Services	$ 0	$ 168,322	$ 343,322	$ 175,000
$ 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
$ 175,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Moving funds to Engineering Services (31-03) to remain consistent with the other divisions within the Utilities Department. Dyal just recently created this account. Funds needing to be moved are for Jacobs to provide services to support the SCADA control system at the Dyal Water Treatment Plant, well field pumping and distribution pump stations. Agenda 20-224 going to City Council on May 13, 2020.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/13/20 *RESOLUTION #:* 2020-150

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

4/14/20 Shawn Weston Digitally signed by Shawn Weston Date: 2020.04.14 15:15:15 -04'00'	4/15/20 Lea Malarae Digitally signed by Lea Malarae Date: 2020.04.15 09:56:53 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
4/14/20 John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2020.04.14 18:05:31 -04'00'	5/7/20 Lora Howell Digitally signed by Lora Howell Date: 2020.05.07 08:30:05 -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 10/2/19 - IT

Legislation Details (With Text)

File #:	20-237	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	4/23/2020			**In control:**	City Council
On agenda:	5/13/2020			**Final action:**	
Title:	Approve a Resolution amending the FY20 Budget and corresponding Budget Amendment Form # 20-064-A accepting receipt of $67,189 reimbursement for the Save Our Indian River Lagoon (SOIRL) cost-share funding increase for the Church Street Baffle Box Project. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Signed SOIRL Cost-Share Funding Contract Amendment.pdf Budget Resolution FY 2020.docx BAF 20-064-A -PW-SOIRL Reimbursement (05-13-20) Agenda 20-237.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 23, 2020
Agenda Date: May 13, 2020
Prepared By: Abigail Morgan, P.E., ENV SP, Public Works Assistant City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Approve a Resolution amending the FY20 Budget and corresponding Budget Amendment Form # 20-064-A accepting receipt of $67,189 reimbursement for the Save Our Indian River Lagoon (SOIRL) cost-share funding increase for the Church Street Baffle Box Project.

BACKGROUND:

On February 21, 2018, the City of Cocoa, Florida, by the City Manager entered into a Save Our Indian River Lagoon (SOIRL) Project Cost-Share Funding Contract (SOIRL 18-14) with Brevard County, Florida. The City would to receive funds for the completion of the Church Street Baffle Box Project for a total amount of $20,856. The City received payment in June 2019.

In 2019, the City upgraded the Church Street Baffle Box Project to include the addition of a Bio-Activated Media (BAM) filter. The enhanced nutrient removal treatment resulted in increased funding for the Church Street Baffle Box Project from $20,856 to $88,045.

On May 2, 2019, the City submitted an approved amendment to the SOIRL Project Cost-Share Funding Agreement (SOIRL 18-14) to Brevard County Natural Resources Management Department for reimbursement of the additional funds. The City received the reimbursement check from Brevard County in the amount of $67,189 in April 2020. Staff would like to allocate these funds for the repair

and maintenance of stormwater assets.

STRATEGIC PLAN CONNECTION:

The completion of this project addresses environmental issues to improve water quality in the Indian River Lagoon, which results in positive impacts to the City.

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes

Budget Amendment Form # 20-064-A

Revenue:
Account Name Church Street Baffle Box
Account Number 001-0000-338.10-02
Amount $67,189

Expense:
Account Number 423-3570-538.46-00
Account Name Repair & Maintenance
Amount $67,189

PREVIOUS ACTION:

On October 10, 2018, City Council authorized the City Manager to execute an Interlocal Cost-Share Agreement known as “Save Our Indian River Lagoon Project Cost-Share Interlocal Agreement between Brevard County, Florida and City of Cocoa, Agreement Number SOIRL 18-14. (Agenda Item 18-473)

RECOMMENDED MOTION:

Approve a Resolution amending the FY20 Budget and corresponding Budget Amendment Form # 20-064-A accepting receipt of $67,189 reimbursement for the Save Our Indian River Lagoon (SOIRL) cost-share funding increase for the Church Street Baffle Box Project.

Public Works Department
155 N. Wilson Avenue, Cocoa, FL 32922
Phone: (321) 433-8770 I Fax: (321) 504-0922

May 2, 2019

Brandon Smith
Environmental Specialist
Save Our Indian River Lagoon Program
Brevard County Natural Resources Management Department
2725 Judge Fran Jamieson Way, Building A, Room 219
Viera, Florida 32940

Dear Mr. Smith:

Enclosed please find the signed Amendment to the Save Our Indian River Lagoon Project Cost-Share Funding Contract (SOIRL 18-14) between Brevard County, Florida and the City of Cocoa, Florida, by the Cocoa City Manager.

Please let me know if you need anything else.

Thank you.

Abigail Diaz

Abigail Diaz, PE
Public Works Assistant City Engineer
City of Cocoa

Attachment
cc: Everett J. Wegerif, PE, Public Works Director

AMENDMENT 1 TO THE SAVE OUR INDIAN RIVER LAGOON PROJECT COST-SHARE FUNDING INTERLOCAL AGREEMENT BETWEEN BREVARD COUNTY, FLORIDA AND THE CITY OF COCOA, FLORIDA

AGREEMENT NUMBER: SOIRL 18-14

THIS AMENDMENT entered into this {Day of Last Signature} day of {Month of Last Signature}, 2019, by and between the Board of County Commissioners of Brevard County, Florida and The City of Cocoa.

WHEREAS, the parties have previously entered into that certain Save Our Indian River Lagoon Project Cost-Share Funding Interlocal Agreement No. SOIRL 18-14 ("ILA") on February 21, 2018; and

WHEREAS, the 2019 Save Our Indian River Lagoon Plan Update approved by the Board of County Commissioners on February 26, 2019 increased the funding for the Church Street Type II Baffle Box project from $20,856 to $88,045 to enhance the nutrient removal treatment train and provide cost share at the updated rate as listed in Table 7-10 - Updated Cost-Share Funding;

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

1. Attachment A. Scope of Work is amended to read as follows:

PROJECT DESCRIPTION: Install a Generation 2 Nutrient-removing Baffle Box with the addition of Biosorption Activated Media (BAM) on a 60" outfall. Location is on Church St between Brevard and Delannoy Ave.

TASKS and DELIVERABLES: Construct Baffle Box and provide as-built drawings. No analytical water quality monitoring is anticipated

Task #1: Design and Permitting

Task Description: N/A

Task #2 Construction of Project

Task Description: Construct a Generation 2 Nutrient Removal Baffle Box with the addition of Biosorption Activated Media (BAM) at 60" outfall on Church St. Cocoa, FL

2. Attachment E. Estimated Project Cost-Share is amended to read as follows:

Pounds of Nitrogen Reduction 936.65 ~~237~~

Eligible Cost Share per Pound $94.00 ~~$88.00~~

Eligible Tax Funding Cost Share $88,045.00 ~~$20,856.00~~

Reduction so Sum of Grants does not exceed Project Cost $0.00

Eligible Lagoon Tax Cost Share, Adjusted $88,045.00 ~~$20,856.00~~

Percent Cost Share to be contributed by the Lagoon Tax 38% ~~9%~~

3. All terms and conditions of the Agreement, incorporated herein by this reference, not inconsistent with the provisions of this First Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date last written below.

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

By: _____
Kristine Isnardi, Chair

As approved by the Board on February 26, 2019

ATTEST:

By: _____
Scott Ellis, Clerk

Date: APR 18 2019

Reviewed for legal form and content

By: _____
Christine Valliere, Assistant County Attorney

THE CITY OF COCOA, FLORIDA

Signed: _____

Typed Name: John A. Titkanich, Jr., AICP, ICMA-CM

Title: City Manager

Date: 4/30/2019

ATTEST:

Signed: _____

Typed Name: Carie E. Shealy

Title: City Clerk

Date: 4/30/2019

City of Cocoa Budget Adjustment Form FY 2020 - 20-064-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3570 | DATE PREPARED: 04/22/20

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 67,189	423-0000-338.10-02	SW17CS	Church Street Baffle Box	$ 0	$ 0	$ 67,189	$ 67,189
$ 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
$ 67,189	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 67,189	423-3570-538.46-00		Repair & Maintenance	$ 261,500	$ 439,641	$ 506,830	$ 317,192
$ 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
$ 67,189	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The City received a reimbursement check from County for the Save Our Indian River Lagoon cost share increase to the Church Street Baffle Box Project. Public Works Staff is looking to use these funds for repair and maintenance. Agenda 20-237

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/13/20 *RESOLUTION #:* 2020-149

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

4/22/20	Abigail Morgan (Digitally signed by Abigail Morgan Date: 2020.04.22 11:42:12 -04'00')	4/27/20	Lea Malarae (Digitally signed by Lea Malarae Date: 2020.04.27 09:24:26 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
4/23/20	Bryant Smith (Digitally signed by Bryant Smith Date: 2020.04.23 07:39:05 -04'00')	5/7/20	Lora Howell (Digitally signed by Lora Howell Date: 2020.05.07 12:46:43 -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 #: _____

Legislation Details (With Text)

File #:	20-248	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Consent Agenda
File created:	5/4/2020			**In control:**	City Council
On agenda:	5/13/2020			**Final action:**	
Title:	Approval of City Manager recruitment materials developed by Mercer Group, Inc. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 4, 2020
Agenda Date: May 13, 2020
Prepared By: Tammy B. Gemmati, Administrative Services Director
Through: N/A
Requested Action:
Approval of City Manager recruitment materials developed by Mercer Group, Inc.

BACKGROUND:

At the regular City Council Meeting on April 22, 2020, Council approved the agreement of executive search firm Mercer Group, Inc. for the City Manager recruitment project. Since that meeting, Dona Higginbotham, Senior Vice President of Mercer Group, held one-on-one meetings with each Council Member to help develop ideal candidate characteristics, job description, and compensation package related to the recruitment materials.

This agenda item is requesting approval of final City Manager recruitment materials developed by Mercer Group, Inc.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A

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

PREVIOUS ACTION:

At a regular City Council Meeting on April 22, 2020, City Council approved agreement between the City of Cocoa and the Mercer Group, Inc. as the executive search firm for the City Manager search and associated Budget Resolution Number 2020-139 amending the Fiscal Year 2020 Budget and Budget Adjustment Form #20-062-T transferring budget to the City Manager's operating account from General Fund Contingency.

RECOMMENDED MOTION:

Approval of City Manager recruitment materials developed by Mercer Group, Inc.

Legislation Details (With Text)

File #:	20-251	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	5/5/2020			**In control:**	City Council
On agenda:	5/13/2020			**Final action:**	
Title:	Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Purchasing Services from DP Development, LLC, Palm Springs, Florida, to Relocate 16" AC Water Main as part of Florida Department of Transportation Project E5Z88 - 16" Water Main Deflection. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Fdot E5Z88-Change Order Request-16 in wm deflection-revised 4-20-20.pdf Resolution Sole Source -DP Development (File 20-251).doc Approved Utility Permit Package.pdf Contract Plans-437937-1-52-01.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 5, 2020
Agenda Date: May 13, 2020
Prepared By: Peter Davis, E.I., Associate Engineer
Prepared By: Melinda Keesee, Field Operations Technician
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Purchasing Services from DP Development, LLC, Palm Springs, Florida, to Relocate 16" AC Water Main as part of Florida Department of Transportation Project E5Z88 - 16" Water Main Deflection

BACKGROUND:

The Florida Department of Transportation (FDOT) is performing roadway improvements on State Road 5 (S.R.5) between Ernest Sands Road and Topsail Drive as part of FDOT Project ID E5Z88 which involves drainage improvements requiring the installation of a double concrete box culvert (CBC) crossing underneath S.R.5. The proposed double CBC will be installed at the same depth as the City of Cocoa's existing 16-inch asbestos concrete water main which runs along the eastern shoulder of S.R.5 and will therefore be in conflict. As a result, the water main will need to be relocated to a deeper depth to accommodate the double CBC.

In an effort to promote efficiency and minimize duplication of effort, the contractor (DP Development) performing the work for FDOT Project ID E5Z88 will be used to complete the water main relocation while work is being done for the installation of the double CBC. Staff is requesting Council to waive

the competitive bid process.

The cost for DP Development to perform the 16-inch water main relocation is $56,742.50.

Staff is requesting City Council approval of this work.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested:	$56,742.50
Account Number:	421-4025-536.46-00
Account Name:	Repairs & Maintenance
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Purchasing Services from DP Development, LLC, Palm Springs, Florida, to Relocate 16” AC Water Main as part of Florida Department of Transportation Project E5Z88 - 16” Water Main Deflection.

Change Order Request Proposal

DP Development, LLC

1014 S. Congress Ave.
Palm Springs, Fl. 33406
Contact: Ron Richards/Eddy Garcia
Phone: 561-650-1333

Quote To: City of Cocoa

Attention: Brandon Cox
Phone:
Email:

Job Name: Fdot E5Z88-CO #1-16" Wm Deflection
Date of Plans:
Revision Date:

Proposal Date: 4/20/20

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101 1	MOBILIZATION 43793715201	1.00	LS	5,350.00	5,350.00
0101 1	SURVEY LAYOUT & AS-BUILTS	1.00	LS	4,150.00	4,150.00
1050 16004	UTILITY PIPE,REMOVE & DISPOSE, 8-19.9"	30.00	LF	36.75	1,102.50
1050 31216	UTIL PIPE- DIP, INSTALL ONLY, WATER, 16"	30.00	LF	190.00	5,700.00
1055 51116	UTIL FTGS, DI, INSTALL ONLY ELBOW, 16"	4.00	EA	985.00	3,940.00
1055 51416	UTIL FTGS, DI, INSTALL ONLY UNION, 16"	2.00	EA	565.00	1,130.00
1080 27116	UTIL FIXTURE- LINE STOP ASSM, INSTALL ONLY, 16"	2.00	EA	4,300.00	8,600.00
1080 29116	UTIL FIXTURE, MJ RESTR, INSTALL ONLY, 16"	8.00	EA	465.00	3,720.00
1080 27116	UTIL FIXTURE- LINE STOP SVC, 16" (DBL)	1.00	EA	23,050.00	23,050.00
GRAND TOTAL					**$56,742.50**

NOTES:

Plans by: City of Cocoa, 16" AC Water Main Relocation, latest revised date 4/6/20 #2, sheets 1-7 of 7.

1. Permits, licenses, impact, or other similar fees are excluded. (If required: fees are reimbursed @ fee + 10% administration fee).
2. All materials provided by client (other than incidentals described below).
3. Workmanship is warranted for (1) year from the date of completion.
4. Restoration and/or additional work beyond line items of this specific proposal that the Client, Engineer or Municipality requires will be subsequently billed in addition to this proposal.
5. All material and density testing, engineering inspections, including QC, is the responsibility of the client.
6. Quote is valid for 15 days from the above date.
7. DP schedule is under a typical 40 HR week M-F. No escalation, overtime, or downtime is included and shall be considered extra should project be accelerated, escalated, or delayed due to no fault of DP. Examples shall include, but not be limited to; adverse weather, strikes, material shortages, owner, client constraints, force majeure, or other factors reasonably beyond DP control.
8. This is a unit price proposal. Scope includes only the items specifically listed within the breakdown of line items attached within this proposal.

9. Project is bid as one (1) mobilization. Additional mobilizations or delays to construction beyond DP's control are considered extra and shall be negotiated at that time.
10. This proposal must be incorporated into any agreement made for the project.
11. Payment due net 15 days from invoice.

Project notes:

1. Plans and specifications per City of Cocoa.
2. Special manifesting/disposal of ac main is not included and may be added if required (other than normal dumpster fees).
3. All materials will be furnished by the client including but not limited to: pipe, mj fittings, mega-lugs, split bell restraints, hymax couplings, markers, threaded rod, locate wire, polywrap (if necessary).
4. DP will supply #57 rock, concrete for the thrust block (size requires confirmation by City of Cocoa Engineer) expected 6 ft x 4 ft x 1.5 ft).
5. All franchise utility relocations (fiber optic/electric, etc.) are the responsibility of the fdot prior to our mobilization.
6. All de-watering necessary for the installation is included in our prices.
7. Fdot schedule impacts and the co-ordination is the responsibility of the client (City of Cocoa Water & Fdot).
8. Added line stop service per City of Cocoa Water Utilities request.
9. Line stops include stainless steel fittings.
10. Service includes installation during normal daylight hours (7 am - 7 pm) or additional costs will be added.
11. Flow rates of the 16" main shall not exceed 2 ft/sec.
12. Price includes exploratory excavation to determine line o.d.
13. Please note that the City of Cocoa has elected to forego the installation of the 16" valves.
13. Please note that all erosion control measures and maintenance of traffic items are being installed under the fdot contract and are not added to this proposal.

Acceptance of proposal:_____ Date:_____

FLORIDA DEPARTMENT OF TRANSPORTATION

UTILITY PERMIT

December 14, 2016

PERMIT NO: 2020-H-590-00079

STATE ROAD INFORMATION

County:	Section:	State Road No:	Beginning Mile Post:	Ending Mile Post:
Brevard	70700200	SR 5	346.783	346.797

APPLICANT INFORMATION

The Utility Agency Owner (UAO) shall be identified in this Applicant Information Box. When the UAO is a City or County and desires to have the Utility Builder make a joint permit applicant, as prescribed in Section 2.1(4) of the 2017 Utility Accommodation Manual (UAM), the Utility Builder shall also be identified in this Applicant Information Box. A Utility Builder alone cannot apply for a utility permit without the City or County adding them as a joint applicant.

Utility Agency/Owner (UAO)

Name: City of Cocoa
Contact Person: City of Cocoa
Address: 351 Shearer Blvd
City: Cocoa
State: Florida
Zip: 329223292
Telephone: (321) 433-8722 ext. _____
Email: jwalsh@cocoafl.org

Utility Builder (only applicable when the UAO is a City or County)

Name: _____
Contact Person: _____
Address: _____
City: _____
State: _____
Zip: _____
Telephone: _____
Email: _____

WORK DESCRIPTION

The Applicant(s) requests permission from the Florida Department of Transportation (FDOT) to construct, operate, and maintain the utilities as described below and as depicted in the incorporated documentation.

Relocation of 50 LF +/- of 16" AC potable water main per the attached plans to accommodate concrete box culvert drainage structures being installed for the FDOT Financial Project ID 437937-1-52-01. The utility relocation work will be performed by the FDOT contractor DP Development.

Utility Work No:

Additional sheets are attached and are incorporated into this permit Yes ☐ No ☑

For FDEP certification, the FDOT agency report is attached in accordance with UAM Section 2.4.1 (13) Yes ☐ No ☑

TRAFFIC CONTROL (TCP)

☑ The TCP will comply with the following 600 series index(es) 612

☐ A TCP has been attached and incorporated into this permit application in compliance with UAM Section 2.4.2.

MOT Technician's contact information (may be supplied at the two (2) business day notification to FDOT):

Name: _____ Telephone _____ Email: _____

COMMENCEMENT OF WORK

The UAO and/or Utility Builder shall commence actual construction in good faith within sixty (60) calendar days after approval of the permit application. If the beginning date is more than sixty (60) calendar days from the date of approval, the UAO and/or Utility Builder must review the permit with the FDOT Approving Engineer listed to make sure no changes have occurred to the transportation facility that would affect the permit's continued approval. The UAO and/or Utility Builder shall make good faith efforts to expedite the work and complete the work within the calendar days indicated.

Anticipated Start Date: 5/18/2020

Calendar days needed to completed: 5

Approved
2020-H-590-00079
William Rickard
4/10/2020

Florida Department of Transportation

UTILITY PERMIT

PERMIT NO: 2020-H-590-00079

APPLICANT SIGNATURE

By the below signature(s) the UAO and/or Utility Builder agree(s) to construct, operate, and maintain the work as noted in the above Work Description, shown in plans and incorporated documents, in compliance with the UAM, all instructions noted in the FDOT Special Instructions Box, and special instructions incorporated into this permit. The UAO and/or Utility Builder declares, the location of all existing utilities that it owns or has an interest in, both aerial and underground, are accurately shown on the plans of the work areas. In accordance with UAM Section 2.8, the UAO and/or Utility Builder further declares that a letter of notification was delivered to the owners of other facilities within the work areas and that those listed below are the only facility owners known to be involved or potentially impacted by the proposed work.

Date Notified:	Name of other facility owners (attach additional sheets if necessary).
3/24/2020	AT&T
3/24/2020	FPL
3/24/2020	Spectrum

Utility Agency/Owner	Utility Builder (when applicable)
Signature: KATHERINE ENNIS (digital signature) Date: 3/27/2020	Signature: _____ Date: _____
Name (printed): KATHERINE ENNIS	Name (printed): _____
Title: _____	Title: _____

FDOT PROJECT INFORMATION

Pursuant to UAM Section 2.1(10), the utility work is within FDOT projects listed below and must have a Utility Work Schedule for each project approved prior to commencement of work within the FDOT project limits:

There are NO FDOT constructions (proposed or underway).
This work is related to an approved Utility Work Schedule.

FDOT SPECIAL INSTRUCTIONS

In accordance with UAM Section 2.7, FDOT incorporates the below and attached special instructions into this permit.

Additional FDOT Special Instructions are attached and incorporated into this permit. Yes ☐ No ☑

PERMIT APPROVAL

By signature below, FDOT gives permission to the UAO and /or Utility Builder to construct, operate, and maintain the utilities indicated in this Utility Permit in compliance with the UAM, all incorporated documents, and special instructions. Any changes to the approved work must be approved by the FDOT's Approving Engineer and attached and incorporated into this permit in accordance with UAM Section 2.11.

Approving Engineer: William Rickard (digital signature) Date: 4/10/2020
Name: William Rickard
Title: MAINTENANCE MANAGER/PERMITS

Notification of Utility Work to be provided to: Telephone (321) 634-6100 ext. _____ or Email: curtis.keels@dot.state.fl.us

An FDOT Representative is required to be present on the worksite prior to commencement of work. Yes ☑ No ☐

Rep. Name: Robert Marcoux Telephone 3216346103 Email: robert.marcoux@dot.state.fl.us

Approved
2020-H-590-00079
William Rickard
4/10/2020

Florida Department of Transportation

UTILITY PERMIT

PERMIT NO: 2020-H-590-00079

CERTIFICATION

I, the undersigned UAO and/or Utility Builder, hereby CERTIFY that the utilities were constructed and inspected in compliance with the UAM all incorporated documents, and special instructions. Pursuant to UAM Section 2.11, all changes have been approved by the FDOT's Approving Engineer and incorporated into this permit along with all other material certifications, test results, bore logs, approved plans changes, as-built plans or other required documentation.

I also CERTIFY that work began on _____ and was completed on _____ and that the area was left in as good or better condition than when the work began.

Utility Agency/Owner	Utility Builder (when applicable)
Signature: _____ Date _____	Signature:_____ Date _____
Name (printed): _____	Name (printed): _____
Title: _____	Title: _____

FINAL INSPECTION OF WORK

☐ The work was inspected and found to be in non-compliance as noted below:

☐ All issues of non-compliance listed above have been brought into compliance and/or FDOT has no outstanding issues that need to be addressed by the UAO and/or Utility Builder. However, this final inspection does not release the UAO and/or Utility Builder of their continuing responsibilities pursuant to Rule 14-46.001, the UAM, all incorporated documents, and special instructions.

FDOT Inspector: _____ Date: _____

Name: _____

Title: _____

Approved
2020-H-590-00079
William Rickard
4/10/2020

PLANS

FOR THE

16" AC WATER MAIN RELOCATION

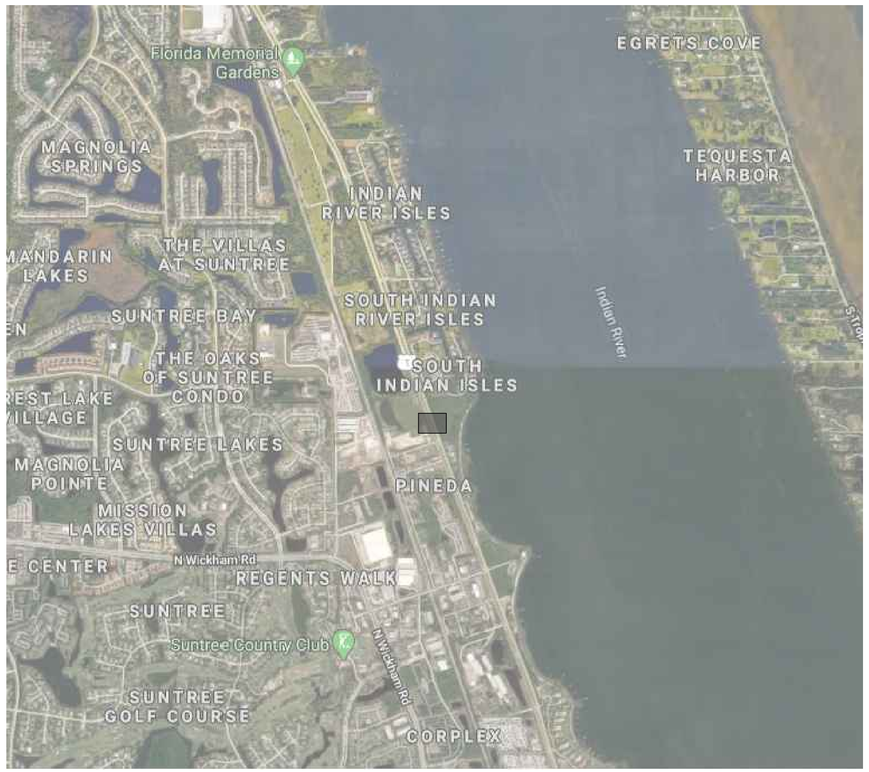
PREPARED BY

CITY OF COCOA UTILITIES

351 SHEARER BLVD
COCOA, FL 32922

CITY CONTACT

PETER DAVIS, E.I.
P: (321) 433-8669



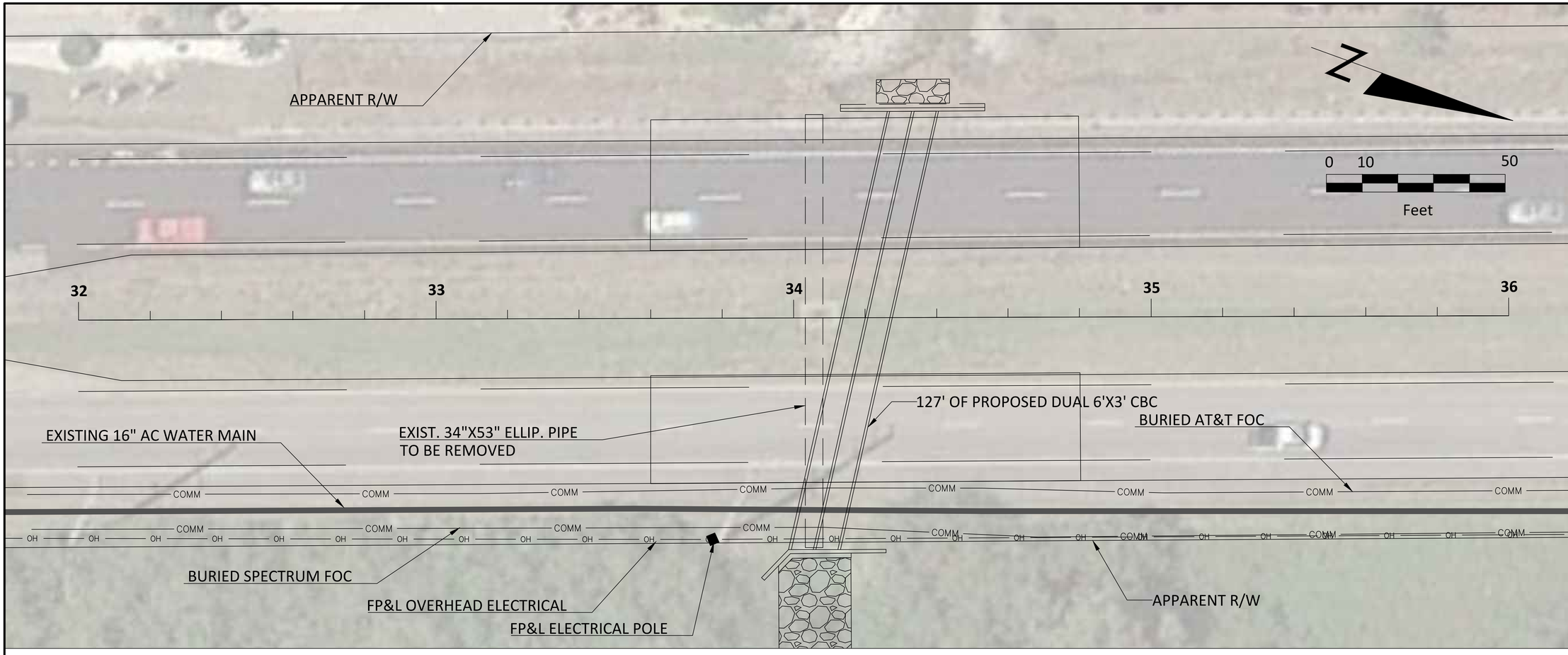
Project Limits

SHEET INDEX		
DWG. NO.	TITLE	SHEET NO.
G01	COVER PAGE	1
C01	EXISTING CONDITIONS	2
C02	WATER MAIN RELOCATION	3
C03	PROJECT SITE PHOTOS	4
C04	REFERENCED FDOT CONTRACT PLAN SHEETS AND SHEETING & SHORING PLAN	5
TP01	CITY OF COCOA TECHNICAL PROVISION DETAILS	6
SD01	FDOT STANDARD DETAILS	7

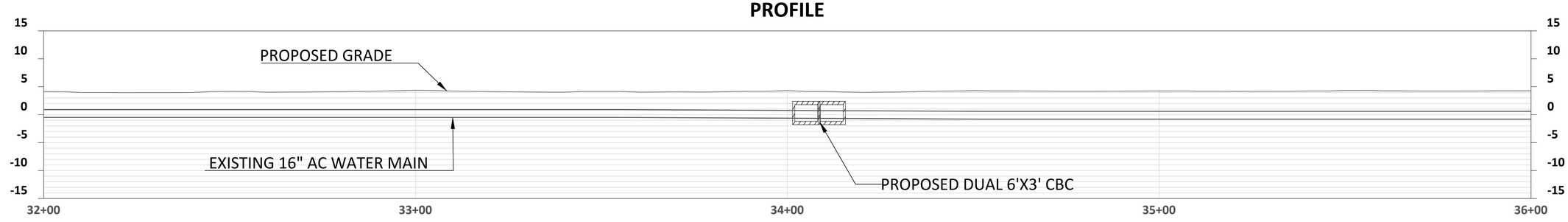
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Scale: NOTED
Rev:
Drawing No: G01
Sheet No: 1/7
Project Title: 16" AC WATER MAIN RELOCATION
Drawing Name: COVER PAGE
Designed By: PED
Drawn By: PED
Checked By:
Reviewed By:
Approved By:

Rev.	Date	Description
1	03/19/20	
2	4/06/20	Sheet C04 Added

Approved
2020-[illegible]-00079
William Rickard
4/10/2020



PROFILE



Notes:

1. CONTRACT PLANS FOR THE FDOT FINANCIAL PROJECT ID 437937-1-52-01 WERE USED TO DEVELOP THE FOLLOWING:
   - 1.1. ROADWAY STATIONING
   - 1.2. CROSS SECTIONS BETWEEN STATION 32+00 TO 36+00 ON SHEET NO. 19-26 AND BOX CULVERT GRADING DEPICTED ON SHEET NO. 20 WERE USED AS A BASIS FOR THE PROPOSED GRADE LINE.
   - 1.3. SKEWED SECTION 34+05.54 TO 34+33.69 ON SHEET NO. 19 WERE USED TO ESTABLISH THE INVERT ELEVATIONS OF THE DUAL 6' X 3' CONCRETE BOX CULVERT.
   - 1.4. THE HORIZONTAL AND VERTICAL LOCATION OF THE EXISTING WATER MAIN IS BASED ON THE VVH TABLE SHOWN ON SHEET NO. 83.
   - 1.5. THE LOCATION OF THE EXISTING WATER MAIN IS BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY.

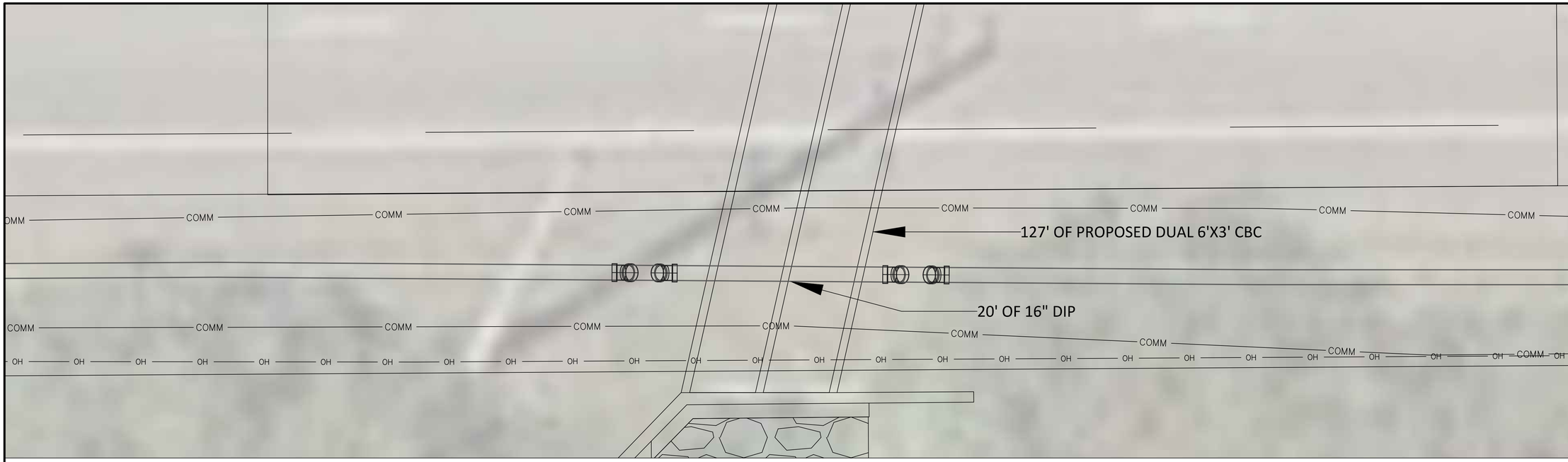
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Scale: 1" = 15'
Rev:
Sheet No: 2/7
Drawing No: C01
Project Title: 16" AC WATER MAIN RELOCATION
Drawing Name: EXISTING CONDITIONS

Designed By:	PED
Drawn By:	PED
Checked By:	
Reviewed By:	
Approved By:	

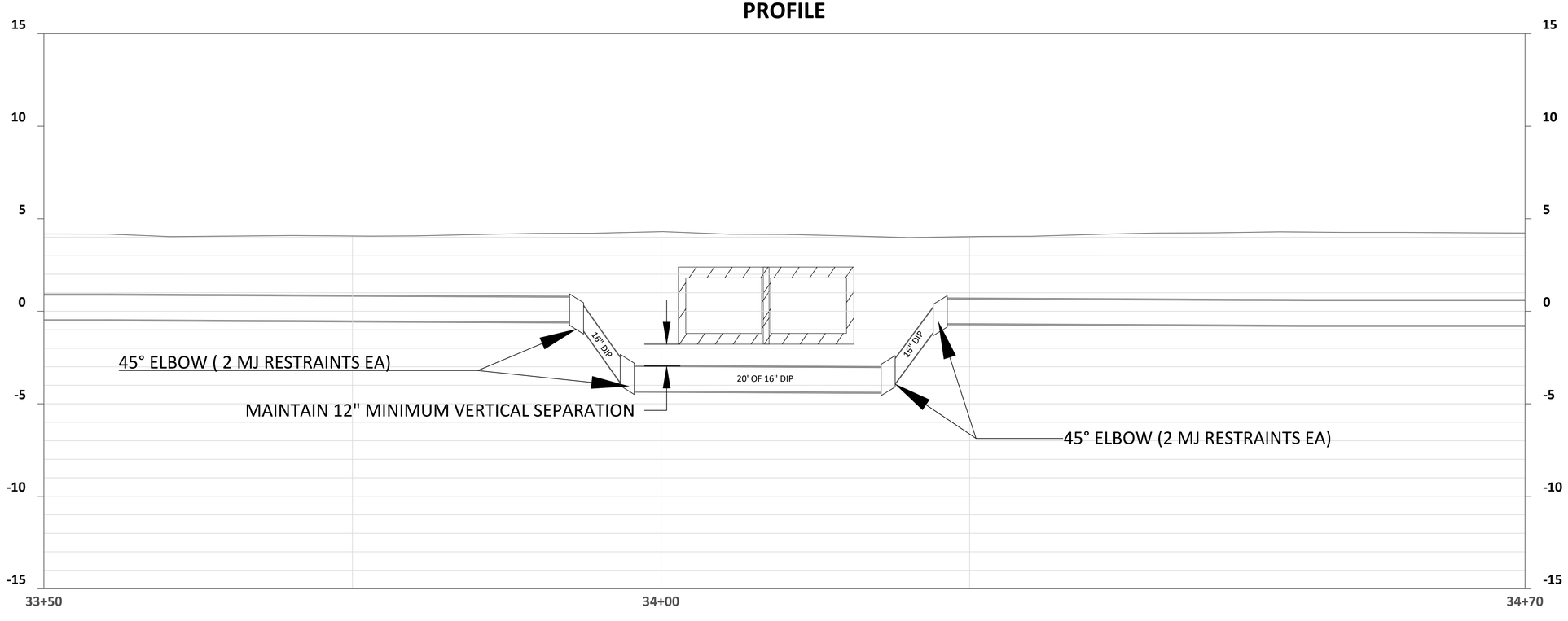
Rev.	Date	Description
1	3/19/20	
2	4/06/20	Sheet C04 Added

COCOA FLORIDA

Approved
2020-[illegible]-00079
William Rickard
4/7/2020



PROFILE



Notes:

1. CONTRACTOR TO CALL FOR UTILITY LOCATES PRIOR TO BEGINNING WORK.
2. CONTRACTOR TO TAKE ALL PRECAUTIONS TO AVOID INTERFERING WITH AND/OR DAMAGING SURROUNDING UTILITIES.
3. CONTRACTOR TO RESTRAIN ALL NEW PIPE AND EXISTING PIPE BEING CONNECTED TO AS PER THE CITY OF COCOA TECHNICAL PROVISIONS.

Project No:

Rev:

Sheet No: 3/7

Scale: 1" = 5'

Drawing No: C02

Project Title: 16" AC WATER MAIN RELOCATION

Drawing Name: WATER MAIN RELOCATION

Designed By:	PED
Drawn By:	PED
Checked By:	
Reviewed By:	
Approved By:	

Rev.	Date	Description
1	3/17/20	
2	4/06/20	Sheet C04 Added

COCOA FLORIDA

Approved
2020-[illegible]-00079
William Rickard
4/[illegible]/2020



1



2



3



4

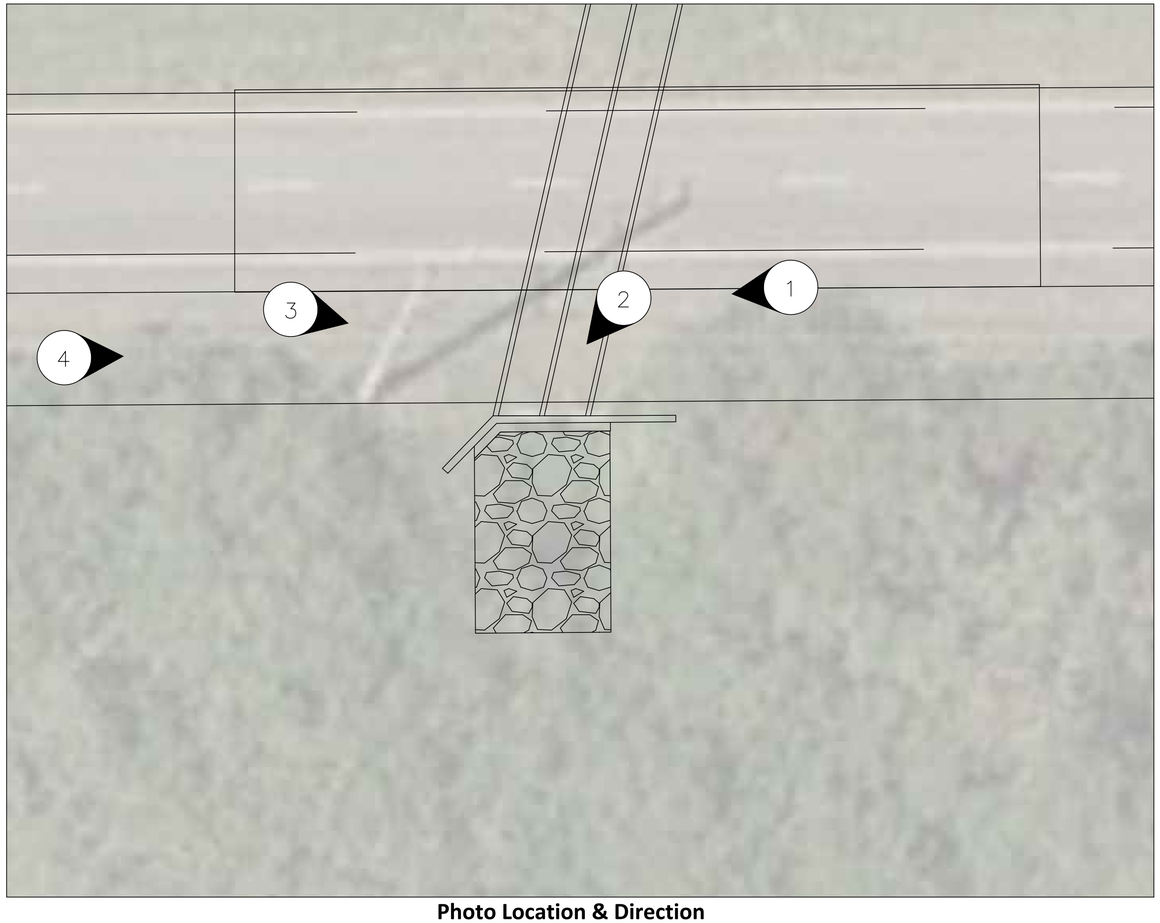


Photo Location & Direction

General Notes:

Project No:	
Scale:	–
Rev:	
Drawing No:	C03
Sheet No:	4/7

Project Title: 16" AC WATER MAIN RELOCATION

Drawing Name: PROJECT SITE PHOTOS

Designed By:	PED
Drawn By:	PED
Checked By:	
Reviewed By:	
Approved By:	

Rev.	Date	Description
1	3/19/20	
2	4/06/20	Sheet C04 Added

COCOA FLORIDA

Approved
2020-[illegible]-00079
William Rickard
4/15/2020

THE FOLLOWING NARRATIVE OF THE STORMWATER POLLUTION PREVENTION PLAN CONTAINS REFERENCES TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THE DESIGN STANDARDS, AND OTHER SHEETS OF THESE CONSTRUCTION PLANS. THE FIRST SHEET OF THE CONSTRUCTION PLANS (CALLED THE KEY SHEET) CONTAINS AN INDEX TO THE OTHER SHEETS. THE COMPLETE STORMWATER POLLUTION PREVENTION PLAN INCLUDES SEVERAL ITEMS: THIS NARRATIVE DESCRIPTION, THE DOCUMENTS REFERENCED IN THIS NARRATIVE, THE CONTRACTOR'S APPROVED EROSION CONTROL PLAN REQUIRED BY SPECIFICATION SECTION 104, AND REPORTS OF INSPECTIONS MADE DURING CONSTRUCTION.

1.0 SITE DESCRIPTION:

1.A. NATURE OF CONSTRUCTION ACTIVITY:

THE PROJECT IS THE REPLACEMENT AND REALIGNMENT OF THE SR 5 CONCRETE BOX CULVERT & SUBSEQUENT DRAINAGE FEATURES ALONG SR 5 (US 1). THIS INVOLVES CONSTRUCTING PAVEMENT SURFACE, STORM DRAIN SYSTEMS, A BOX CULVERT AND DITCH REGRADING. THE PROJECT EXTENDS FROM ERNEST SANDS ROAD TO FRIENDSHIP PLACE IN BREVARD COUNTY. APPROXIMATELY 0.73 MILES.

1.B. SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A DETAILED SEQUENCE OF CONSTRUCTION FOR ALL CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL FOLLOW THE SEQUENCE OF MAJOR ACTIVITIES DESCRIBED BELOW, UNLESS THE CONTRACTOR PROPOSES A DIFFERENT SEQUENCE THAT IS EQUAL OR BETTER AT CONTROLLING EROSION AND TRAPPING SEDIMENT AND IS APPROVED BY THE ENGINEER.

FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

CONSTRUCTION PHASING IS DETAILED IN THE CONSTRUCTION PLANS.

1.C. AREA ESTIMATES:

TOTAL SITE AREA: 12.69 ACRES
TOTAL AREA TO BE DISTURBED: 8.95 ACRES

1.D. RUNOFF DATA:

RUNOFF COEFFIECIENTS:

BEFORE: 0.85
DURING: 0.85
AFTER: 0.85

SOILS DATA: THE RESULTS OF THE SOIL BORINGS ALONG THE ROADWAY ARE SHOWN IN THE ROADWAY CROSS SECTIONS SHEET(S). THE NUMBERS FOR THESE ARE IDENTIFIED ON THE CROSS SECTION SHEETS OF THESE CONSTRUCTION PLANS.

OUTFALL INFORMATION:

THERE IS ONE ULTIMATE OUTFALL, THE INDIAN RIVER

#1 DESCRIPTION:

LOCATION: LATITIUDE 28° 14' 09.96" N, LONGITUDE, 80° 40' 33.10" W.
EST. DRAINAGE AREA SIZE: UNKNOWN
RECEIVING WATER NAME: INDIAN RIVER LAGOON

1.E. SITE MAP:

THE CONSTRUCTION PLANS ARE BEING USED AS THE SITE MAPS. THE LOCATION OF THE REQUIRED INFORMATION IS DESCRIBED BELOW. THE SHEET NUMBERS FOR THE PLAN SHEETS REFERENCED ARE IDENTIFIED ON THE KEY SHEET OF THESE CONSTRUCTION PLANS.

* DRAINAGE PATTERNS: THE DRAINAGE BASIN DIVIDES AND FLOW DIRECTIONS ARE SHOWN ON THE DRAINAGE MAPS AND EROSION AND SEDIMENT CONTROL SHEETS.

*APPROXIMATE SLOPES: THE SLOPES OF THE SITE CAN BE SEEN IN THE CROSS SECTION SHEETS.

*AREAS OF SOIL DISTURBANCE: THE AREAS TO BE DISTURBED ARE INDICATED ON THE PLAN-PROFILE SHEETS AND THE CROSS SECTION SHEETS. ANY AREAS WHERE PERMANENT FEATURES ARE SHOWN TO BE CONSTRUCTED ABOVE OR BELOW GROUND WILL BE DISTURBED.

*LOCATIONS OF TEMPORARY CONTROLS: THESE ARE SHOWN ON THE ROADWAY PLAN SHEETS.

* LOCATIONS OF PERMANENT CONTROLS: THE CULVERT, STORM DRAIN SYSTEM AND DITCHES ARE THE PRIMARY PERMANENT STORMWATER MANAGEMENT CONTROLS. THESE ARE SHOWN ON PLAN VIEW AND DRAINAGE STRUCTURE SHEETS.

* AREAS TO BE STABILIZED: TEMPORARY STABILIZATION PRACTICES ARE SHOWN IN THE SAME LOCATION AS THE TEMPORARY CONTROLS MENTIONED ABOVE. PERMANENT STABILIZATION IS SHOWN ON THE TYPICAL SECTION SHEETS AND THE ROADWAY PLAN SHEETS.

* SURFACE WATERS: THE PROJECT OUTFALLS TO THE INDIAN RIVER AT STATION 34+05.54.

1.F. RECEIVING WATERS:

SEE ITEM 1.D. FOR THE OUTFALL LOCATIONS AND RECEIVING WATER NAMES.

2.0 CONTROLS:

2.A. EROSION AND SEDIMENT CONTROLS:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STABILIZATION AND STRUCTURAL PRACTICES BASED ON THE CONTRACTOR'S PROPOSED TEMPORARY TRAFFIC CONTROL (TTC) PLAN. THE FOLLOWING RECOMMENDED GUIDELINES ARE BASED ON THE TEMPORARY TRAFFIC CONTROL PLAN OUTLINED IN THE CONSTRUCTION PLANS. WHERE FOLLOWING THE TEMPORARY TRAFFIC CONTROL PLAN OUTLINED IN THESE CONSTRUCTION PLANS, THE CONTRACTOR MAY CHOSE TO ACCEPT THE FOLLOWING GUIDELINES OR MODIFY THEM IN THE SEDIMENT AND EROSION CONTROL PLAN, SUBJECT TO APPROVAL BY THE ENGINEER. AS WORK PROGRESSES, THE CONTRACTOR SHALL MODIFY THE PLAN TO ADAPT TO SEASONAL VARIATION, CHANGES IN CONSTRUCTION ACTIVITIES, AND THE NEED FOR BETTER PRACTICES.

FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

2.A.1 STABILIZATION PRACTICES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE STABILIZATION PRACTICES PROPOSED TO CONTROL EROSION. THE CONTRACTOR SHALL INITIATE ALL STABILIZATION MEASURES AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS, IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. THE STABILIZATION PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

TEMPORARY:

* ARTIFICIAL COVERINGS IN ACCORDANCE WITH SPECIFICATION SECTION 104.

* TURF AND SOD IN ACCORDANCE WITH SPECIFICATION SECTION 104.

PERMANENT:

* ASPHALT OR CONCRETE SURFACE.

* SOD IN ACCORDANCE WITH SPECIFICATION SECTION 570.

2.A.2 STRUCTURAL PRACTICES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STRUCTURAL PRACTICES TO CONTROL OR TRAP SEDIMENT AND OTHERWISE PREVENT THE DISCHARGE OF POLLUTANTS FROM EXPOSED AREAS OF THE SITE. SEDIMENT CONTROLS SHALL BE IN PLACE BEFORE DISTURBING SOIL UPSTREAM OF THE CONTROL. THE STRUCTURAL PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

TEMPORARY:

* SEDIMENT BARRIERS IN ACCORDANCE WITH SPECIFICATION SECTION 104.

* INLET PROTECTION IN ACCORDANCE WITH THE LOCATIONS SHOWN IN THE ROADWAY PLAN SHEETS.

PERMANENT:

* STORMWATER SWALES AND STORMSEWER SYSTEMS.

* SOD.

2.B STORMWATER MANAGEMENT:

SEVERAL STORM DRAIN SYSTEMS WILL BE CONSTRUCTED TO CONVEY RUNOFF TO EXISTING STORMSEWER SYSTEMS. THE FACILITIES HAVE BEEN PERMITTED BY THE ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT AND COMPLY WITH APPLICABLE DESIGN STANDARDS.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYON S. WUCZYNSKI, P.E. 64090
STV INCORPORATED
5200 BELFORT ROAD, SUITE 400
JACKSONVILLE, FL 32256
(904) 730-9777
CERTIFICATE OF AUTHORIZATION NO. 390

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

STORMWATER POLLUTION PREVENTION PLAN

SHEET NO. 31

ShinoDT 6/25/2019 5:01:49 PM I:\Projects\4019207\4019207_0200-50_Deliverables & Submittals\437937152\01\roadway\SWPPP002.dgn

2.C OTHER CONTROLS:

2.C.1 WASTE DISPOSAL:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS TO PREVENT THE DISCHARGE OF SOLID MATERIALS, INCLUDING BUILDING MATERIALS, TO WATERS OF THE UNITED STATES. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

* PROVIDING LITTER CONTROL AND COLLECTION WITHIN THE PROJECT DURING CONSTRUCTION ACTIVITIES.

* DISPOSING OF ALL FERTILIZER OR OTHER CHEMICAL CONTAINERS ACCORDING TO EPA'S STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER.

* DISPOSING OF SOLID MATERIALS INCLUDING BUILDING AND CONSTRUCTION MATERIALS OFF THE PROJECT SITE BUT NOT IN SURFACE WATERS, OR WETLANDS.

2.C.2 OFF-SITE VEHICLE TRACKING & DUST CONTROL:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS FOR MINIMIZING OFFSITE VEHICLE TRACKING OF SEDIMENTS AND GENERATING DUST. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

* COVERING LOADED HAUL TRUCKS WITH TARPAULINS.

* REMOVING EXCESS DIRT FROM ROADS DAILY.

* STABILIZING CONSTRUCTION ENTRANCES.

* USING ROADWAY SWEEPERS DURING DUST GENERATING ACTIVITIES SUCH AS EXCAVATION AND MILLING OPERATIONS.

2.C.3 STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, SANITARY SEWER, OR SEPTIC TANK REGULATIONS:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED PROCEDURES TO COMPLY WITH APPLICABLE STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, AND SANITARY SEWER OR SEPTIC SYSTEMS.

2.C.4 FERTILIZERS AND PESTICIDES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROCEDURES FOR APPLYING FERTILIZERS AND PESTICIDES. THE PROPOSED PROCEDURES SHALL COMPLY WITH APPLICABLE SUBSECTIONS OF SECTION 570 OF THE SPECIFICATIONS.

2.C.5 TOXIC SUBSTANCES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A LIST OF TOXIC SUBSTANCES THAT ARE LIKELY TO BE USED ON THE JOB AND PROVIDE A PLAN ADDRESSING THE GENERATION, APPLICATION, MIGRATION, STORAGE, AND DISPOSAL OF THESE SUBSTANCES.

2.D.4 APPROVED STATE AND LOCAL PLANS AND PERMITS:

* ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT

3.0 MAINTENANCE:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A PLAN FOR MAINTAINING ALL EROSION AND SEDIMENT CONTROLS THROUGHOUT CONSTRUCTION. THE MAINTENANCE PLAN SHALL AT A MINIMUM, COMPLY WITH THE FOLLOWING:

* SILT FENCE: MAINTAIN PER SECTION 104. THE CONTRACTOR SHOULD ANTICIPATE REPLACING SILT FENCE ON 12 MONTH INTERVALS.

* SEDIMENT BARRIERS: REMOVE SEDIMENT AS PER MANUFACTURER'S RECOMMENDATIONS OR WHEN WATER PONDS IN UNACCEPTABLE AMOUNTS OR AREAS.

4.0 INSPECTIONS:

QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING ITEMS AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER. TO COMPLY, THE CONTRACTOR SHALL INSTALL AND MAINTAIN RAIN GAUGES AND RECORD THE DAILY RAINFALL. WHERE SITES HAVE BEEN PERMANENTLY STABILIZED, INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH. THE CONTRACTOR SHALL ALSO INSPECT THAT CONTROLS INSTALLED IN THE FIELD AGREE WITH THE LATEST STORMWATER POLLUTION PREVENTION PLAN.

* POINTS OF DISCHARGE TO WATERS OF THE UNITED STATES.

* POINTS OF DISCHARGE TO MUNICIPAL SEPARATE STORM DRAIN SYSTEMS.

* DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED.

* AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION.

* STRUCTURAL CONTROLS.

* STORMWATER MANAGEMENT SYSTEMS.

* LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE.

THE CONTRACTOR SHALL INITIATE REPAIRS WITHIN 24 HOURS OF INSPECTIONS THAT INDICATE ITEMS ARE NOT IN GOOD WORKING ORDER.

IF INSPECTIONS INDICATE THAT THE INSTALLED STABILIZATION AND STRUCTURAL PRACTICES ARE NOT SUFFICIENT TO MINIMIZE EROSION, RETAIN SEDIMENT, AND PREVENT DISCHARGING POLLUTANTS, THE CONTRACTOR SHALL PROVIDE ADDITIONAL MEASURES, AS APPROVED BY THE ENGINEER.

5.0 NON-STORMWATER DISCHARGES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL IDENTIFY ALL ANTICIPATED NON-STORMWATER DISCHARGES (EXCEPT FLOWS FROM FIRE FIGHTING ACTIVITIES). THE CONTRACTOR SHALL DESCRIBE THE PROPOSED MEASURES TO PREVENT POLLUTION OF THESE NON-STORMWATER DISCHARGES. IF THE CONTRACTOR ENCOUNTERS CONTAMINATED SOIL OR GROUNDWATER, CONTACT THE DISTRICT HAZARDOUS MATERIALS COORDINATOR, AT (386) 943-5000.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYON S. WUCZYNSKI, P.E. 64090
STV INCORPORATED
5200 BELFORT ROAD, SUITE 400
JACKSONVILLE, FL 32256
(904) 730-9777
CERTIFICATE OF AUTHORIZATION NO. 390

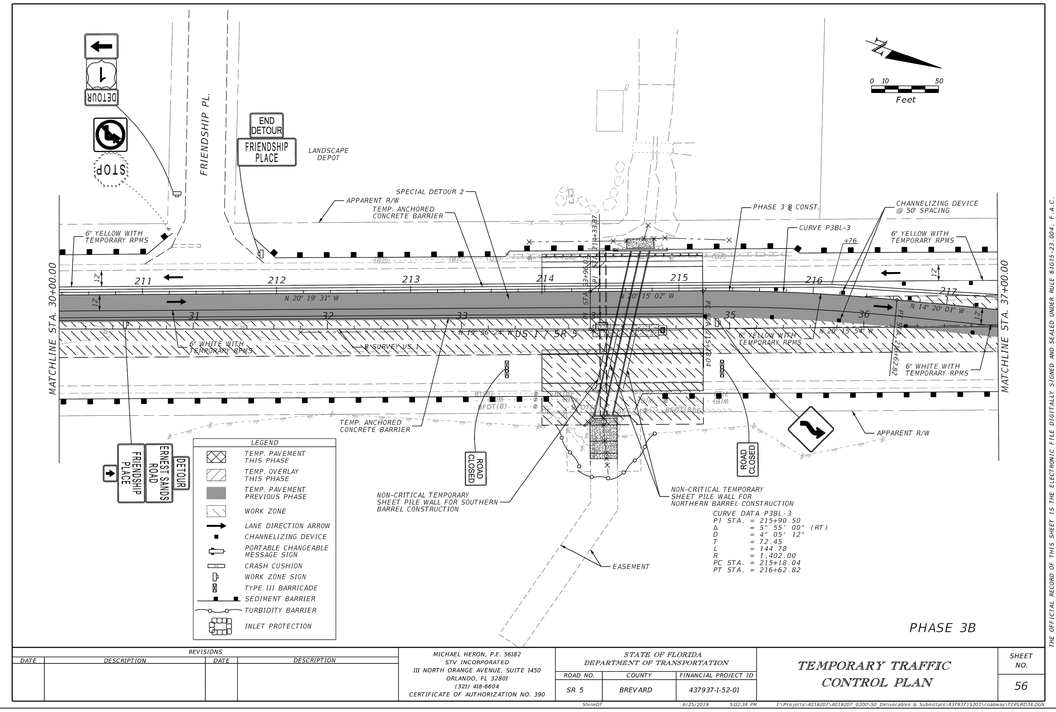
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

STORMWATER POLLUTION PREVENTION PLAN

SHEET NO. 32

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CURVE DATA P3BL-3
PI STA. = 215+90.50
Δ = 5° 55' 00" (RT)
D = 4° 05' 12"
T = 72.45
L = 144.78
R = 1,402.00
PC STA. = 215+18.04
PT STA. = 216+62.82

PHASE 3B

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MICHAEL HERON, P.E. 56182
STV INCORPORATED
111 NORTH ORANGE AVENUE, SUITE 1450
ORLANDO, FL 32801
(321) 418-6604
CERTIFICATE OF AUTHORIZATION NO. 390

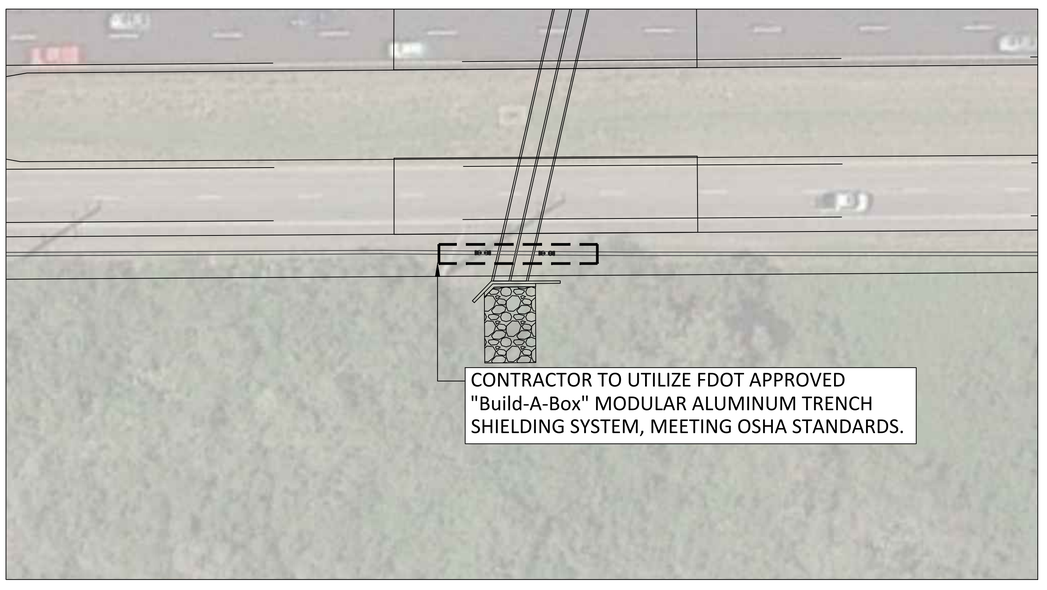
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 56

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CONTRACTOR TO UTILIZE FDOT APPROVED "Build-A-Box" MODULAR ALUMINUM TRENCH SHIELDING SYSTEM, MEETING OSHA STANDARDS.

SHEETING & SHORING PLAN

Scale: 1" = 30'

General Notes:

1. CONTRACTOR TO COMPLY WITH THE STORMWATER POLLUTION PREVENTION PLAN OUTLINED IN SHEETS 31 AND 32 OF THE CONTRACT PLANS FOR FDOT FINANCIAL PROJECT ID 437937-1-52-01.
2. CONTRACTOR TO COMPLY WITH THE TEMPORARY TRAFFIC CONTROL PLAN OUTLINED IN SHEET 56 OF THE CONTRACT PLANS FOR FDOT FINANCIAL PROJECT ID 437937-1-52-01.

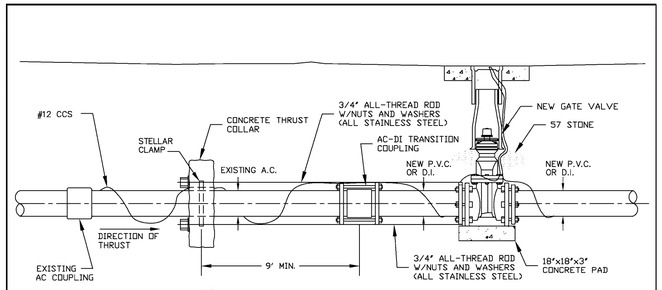
Project No: PED
Project Title: 16" AC WATER MAIN RELOCATION
Scale: —
Rev:
Drawing No: C04
Sheet No: 5/7
Drawing Name: REFERENCED FDOT CONTRACT PLAN SHEETS AND SHEETING & SHORING PLAN

Designed By: PED
Drawn By:
Checked By:
Reviewed By:
Approved By:

Rev.	Date	Description
1	3/19/20	
2	4/06/20	Sheet C04 Added

COCOA FLORIDA

Approved
2020-[illegible]-00079
William Rickard
4/7/2020

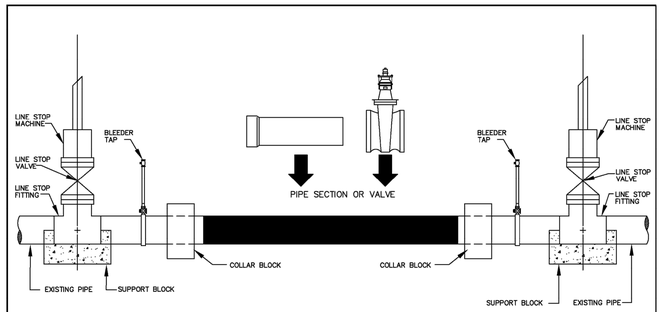


NOTE:

IF A.C. COUPLING IS LESS THAN 9 FEET FROM TIE-IN, THEN PLACE THE CONCRETE COLLAR BEHIND THE COUPLING. REFER TO "THRUST COLLAR WATER & RECLAIMED" DETAIL.

A.C. PIPE TIE-IN
NTS

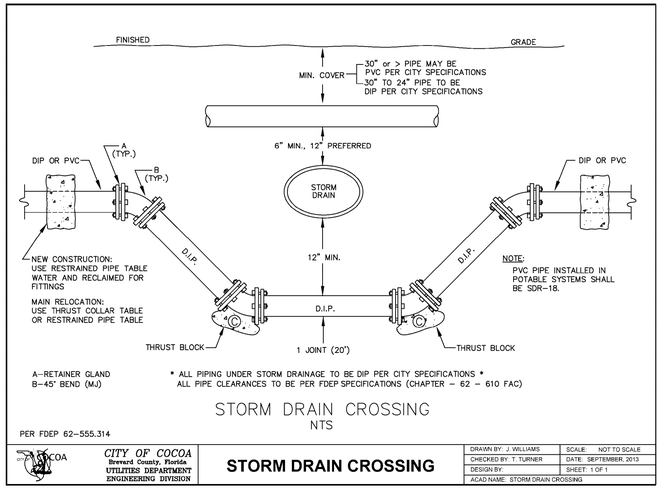
CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION	A.C. PIPE TIE-IN	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: A.C. PIPE TIE-IN	



NOTES:
SEE SINGLE LINE STOP DETAIL.
SEE THRUST COLLAR WATER & RECLAIMED DETAIL
4"-8" LINE STOP REQUIRES 1" BLEEDER TAP
10" AND LARGER REQUIRES 2" BLEEDER TAP
SEE SECTION 1.2.6 SERVICE CONNECTION
SEE APPENDIX "A" FOR APPROVED MATERIAL

DOUBLE LINE STOP DETAIL
NTS

CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION	DOUBLE LINE STOP DETAIL	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: DOUBLE LINE STOP DETAIL	



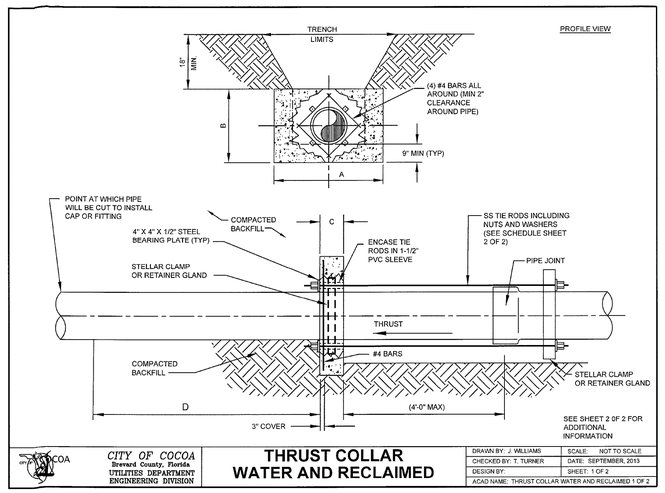
A-RETAINER GLAND
B-45° BEND (MJ)

* ALL PIPING UNDER STORM DRAINAGE TO BE DIP PER CITY SPECIFICATIONS *
ALL PIPE CLEARANCES TO BE PER FDEP SPECIFICATIONS (CHAPTER – 62 – 610 FAC)

STORM DRAIN CROSSING
NTS

PER FDEP 62-555.314

CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION	STORM DRAIN CROSSING	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: STORM DRAIN CROSSING	



CITY OF COCOA, Brevard County, Florida, UTILITIES DEPARTMENT, ENGINEERING DIVISION	THRUST COLLAR WATER AND RECLAIMED	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 2
		ACAD NAME: THRUST COLLAR WATER AND RECLAIMED 1 OF 2	

Notes:

1. CONTRACTOR TO CHECK CITY OF COCOA TECHNICAL PROVISIONS FOR ANY DETAIL NOT SHOWN.

Project No:
Scale: –
Rev:
Drawing No: TP01
Sheet No: 6/7

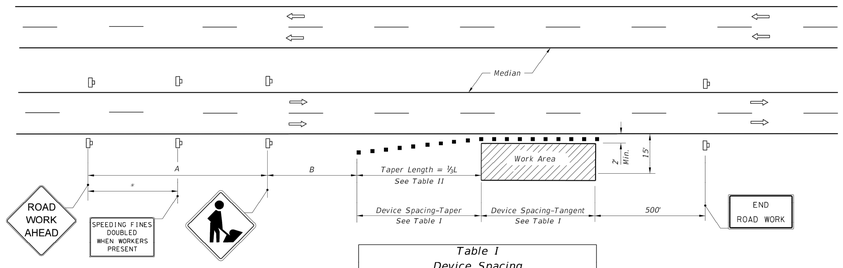
Project Title: 16" AC WATER MAIN RELOCATION
Drawing Name: CITY OF COCOA TECHNICAL PROVISION DETAILS

Designed By:	PED				
Drawn By:	PED				
Checked By:					
Reviewed By:					
Approved By:					

Rev.	Date	Description
1	3/19/20	
2	4/06/20	Sheet C04 Added

COCOA FLORIDA

Approved
2020-[illegible]-00079
William Rickard
4/09/2020



DISTANCE BETWEEN SIGNS		
Speed	Spacing (ft.)	
	A	B
40 mph or less	200	200
45 mph	350	350
50 mph or greater	500	500

* 250' beyond the ROAD WORK AHEAD sign or midway between signs whichever is less.

Table I
Device Spacing

Speed (mph)	Max. Distance Between Devices (ft.)			
	Cones or Tubular Markers		Type I or Type II Barricades or Vertical Panels or Drums	
	Taper	Tangent	Taper	Tangent
25	25	50	25	50
30 to 45	25	50	30	50
50 to 70	25	50	50	100

Table II
Taper Length - Shoulder

Speed (mph)	½L (ft.)			Notes
	8' Shldr.	10' Shldr.	12' Shldr.	
25	28	35	42	
30	40	50	60	L= WS²/60
35	55	68	82	
40	72	90	107	
45	120	150	180	
50	133	167	200	
55	147	183	220	L=WS
60	160	200	240	
65	173	217	260	
70	187	233	280	

8' minimum shoulder width.

½L = Length of shoulder taper in feet

W = Width of total shoulder in feet (combined paved and unpaved width)

S = Posted speed limit (mph)

SYMBOLS

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Lane Identification + Direction of Traffic

GENERAL NOTES

1. When a high volume of work vehicles are entering and leaving the Work Area at speeds slower than 10 MPH below the posted speed, place an M0T-5-06 sign in the ROAD WORK AHEAD sign location and shift the ROAD WORK AHEAD sign upstream 500 ft.
2. This TCZ plan also applies to work performed in the median more than 2' but less than 15' from the edge of travelway.
3. When work is being performed on a multilane undivided roadway the signs normally mounted in the median (as shown) shall be omitted.
4. WORKERS signs to be removed or fully covered when no work is being performed.
5. SHOULDER WORK sign may be used as an alternate to the WORKER symbol sign.
6. When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TCZ Indexes.
7. For general TCZ requirements and additional information, refer to Index 102-600.

DURATION NOTES

1. Signs and channelizing devices may be omitted if all of the following conditions are met:
   a. Work operations are 60 minutes or less.
   b. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH THE AREA CLOSER THAN 15' BUT NOT CLOSER THAN 2' TO THE EDGE OF TRAVEL WAY.

2/20/2020 12:33:42 PM

LAST REVISION 11/01/17	REVISION	DESCRIPTION:	FDOT	FY 2020-21 STANDARD PLANS	MULTILANE, WORK ON SHOULDER	INDEX 102-612	SHEET 1 of 1

General Notes:

1. All work performed within the FDOT ROW shall be in accordance with the latest editions of the FDOT Design Standards Specifications for Road and Bridge Construction and the Utility Acommodation Manual.
2. Contact FDOT to schedule a pre-work meeting two weeks before work at 321-634-8100.

Project No:		Rev:	Sheet No: 7/7
	Scale: —	Drawing No: SD01	

Project Title: 16" AC WATER MAIN RELOCATION

Drawing Name: FDOT STANDARD DETAILS

Designed By:	PED
Drawn By:	PED
Checked By:	
Reviewed By:	
Approved By:	

Rev.	Date	Description
1	3/19/20	
2	4/06/20	Sheet C04 Added

COCOA FLORIDA

Approved
2020-[illegible]-00079
William F. Rickard
4/10/2020

CONTRACT PLANS COMPONENTS

ROADWAY PLANS
SIGNING AND PAVEMENT MARKING PLANS
STRUCTURE PLANS

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAY ITEMS
4	DRAINAGE MAP
5-6	TYPICAL SECTIONS
7	SUMMARY OF DRAINAGE STRUCTURES
8	PROJECT LAYOUT
CTL1-CTL3	PROJECT NETWORK CONTROL
9	GENERAL NOTES
10-16	ROADWAY PLAN
17-18	ROADWAY PROFILE
19	DRAINAGE STRUCTURES
20	MISCELLANEOUS DETAIL SHEET
21-30	CROSS SECTIONS
31-32	STORMWATER POLLUTION PREVENTION PLAN
33-60	TEMPORARY TRAFFIC CONTROL PLAN
61-82	TEMPORARY TRAFFIC CONTROL CROSS SECTIONS
83	UTILITY ADJUSTMENTS
SQ1-SQ12	SUMMARY OF QUANITITES

STATE OF FLORIDA

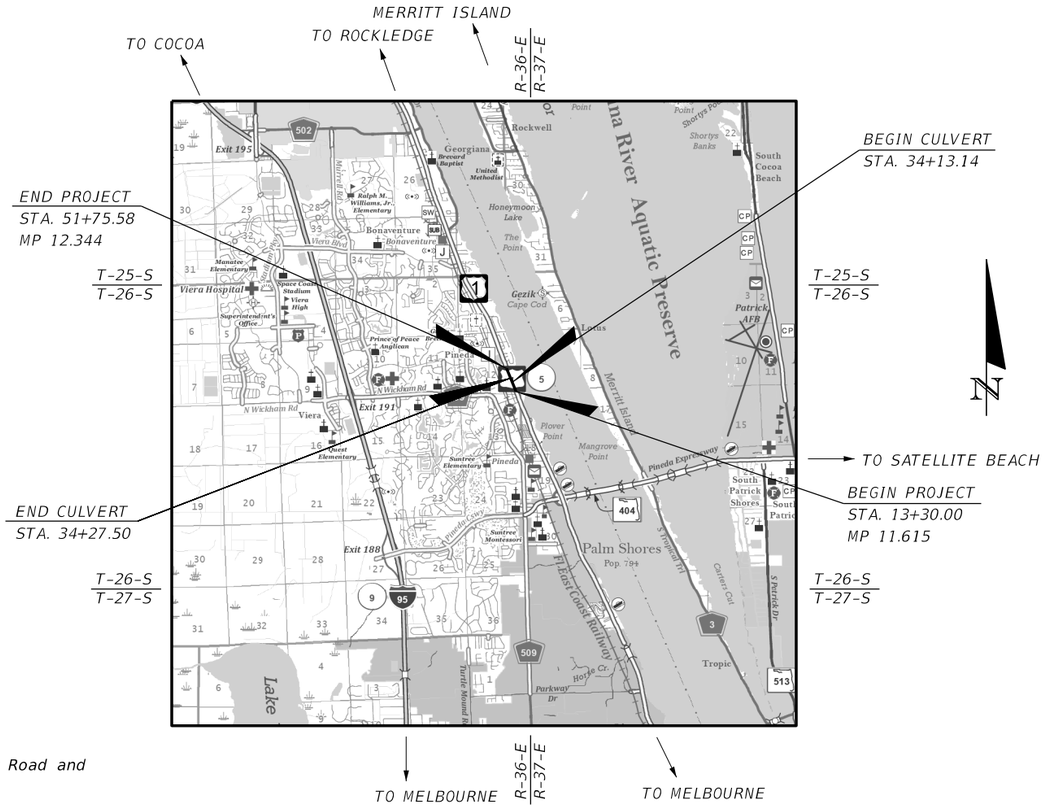
DEPARTMENT OF TRANSPORTATION

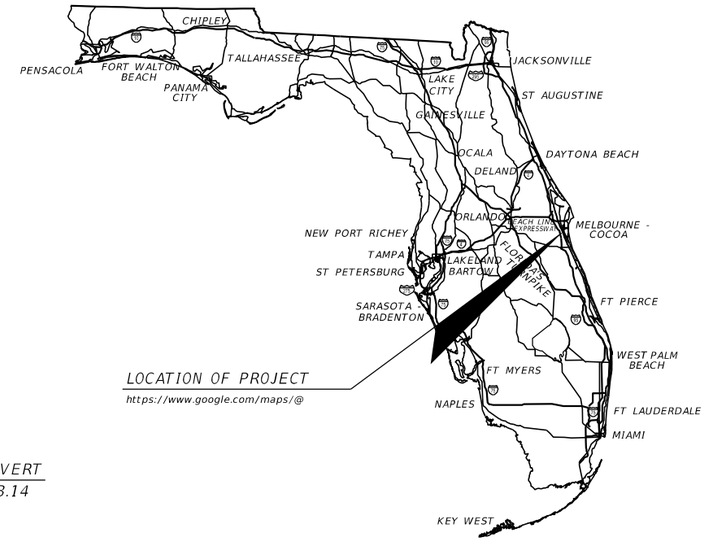
CONTRACT PLANS

FINANCIAL PROJECT ID 437937-1-52-01

BREVARD COUNTY (70020)

STATE ROAD NO. 5 (US 1)





GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2019-2020 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: http://www.fdot.gov/design/standardplans

Standard Plans for Bridge Construction are included in the Structures Plans Component

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, July 2019 Standard Specifications for Road and Bridge Construction at the following website: http://www.fdot.gov/programmanagement/Implemented/SpecBooks

ROADWAY PLANS ENGINEER OF RECORD:

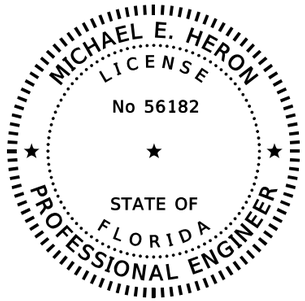
MICHAEL HERON, P.E.
P.E. NO.: 56182
STV INCORPORATED
111 NORTH ORANGE AVENUE, SUITE 1450
ORLANDO, FLORIDA 32801
(321) 418-6604
CONTRACT NO.: C9W94
VENDOR NO.: F131986759-001
CERTIFICATE OF AUTHORIZATION NO.: 390

FDOT PROJECT MANAGER:

JUDE JEAN-FRANCOIS

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
E5Z88	20	1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

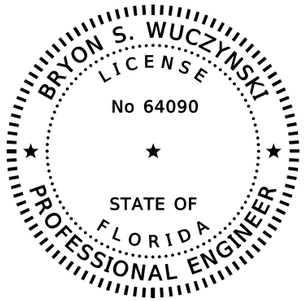
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STV INCORPORATED
111 North Orange Avenue, Suite 1450
Orlando, Florida 32801.
Certificate of Authorization No. 390
Michael E. Heron, P.E. NO. 56182

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAY ITEMS
5-6	TYPICAL SECTIONS
8	PROJECT LAYOUT
9	GENERAL NOTES
10-16	ROADWAY PLAN
17-18	ROADWAY PROFILE
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33-60	TEMPORARY TRAFFIC CONTROL PLAN
61-82	TEMPORARY TRAFFIC CONTROL CROSS SECTIONS
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SQ1-SQ12	SUMMARY OF QUANTITIES



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

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STV INCORPORATED
5200 Belfort Road, Suite 400
Jacksonville, Florida 32256.
Certificate of Authorization No. 390
Bryon S. Wuczynski, P.E. NO. 64090

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
4	DRAINAGE MAP
7	SUMMARY OF DRAINAGE STRUCTURES
19	DRAINAGE STRUCTURES
20	MISCELLANEOUS DETAIL SHEET
31-32	STORMWATER POLLUTION PREVENTION PLAN

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MICHAEL HERON, P.E. 56182
STV INCORPORATED
111 NORTH ORANGE AVENUE, SUITE 1450
ORLANDO, FL 32801
(321) 418-6604
CERTIFICATE OF AUTHORIZATION NO. 390

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

SIGNATURE SHEET

SHEET NO. 2

07/22/2019 09:09:17 AM

FLORIDA DEPARTMENT OF TRANSPORTATION
PROPOSAL SUMMARY OF PAY ITEMS
FOR PROPOSAL: E5Z88

LEAD PROJECT : 437937-1-52-01 | DISTRICT : 05 | COUNTY/SECTION : 70020000
PROJECT(S) : 43793715201 | COUNTY : BREVARD

0001 SUMMARY OF ROADWAY

SPC	ALT	ITEM NUMBER	ITEM DESCRIPTION	UNIT	43793715201	QUANTITY TOTAL
		0101- 1-	MOBILIZATION 43793715201	LS	1.000	1.000
		0102- 1-	MAINTENANCE OF TRAFFIC 43793715201	(LS)	1.000	1.000
		0102- 2- 1	SPECIAL DETOUR 1 43793715201	LS	1.000	1.000
		0102- 2- 2	SPECIAL DETOUR 2 43793715201	LS	1.000	1.000
		0102- 60-	WORK ZONE SIGN	ED	14230.000	14230.000
		0102- 61-	BUSINESS SIGN	EA	3.000	3.000
		0102- 71- 15	TEMPORARY BARRIER, F&I, ANCHORED	LF	2362.000	2362.000
		0102- 71- 25	TEMPORARY BARRIER, RELOCATE, ANCHORED	LF	2336.000	2336.000
		0102- 74- 1	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD	ED	20200.000	20200.000
		0102- 74- 2	CHANNELIZING DEVICE, TYPE III, 6'	ED	1660.000	1660.000
		0102- 76-	ARROW BOARD / ADVANCE WARNING ARROW PANEL	ED	400.000	400.000
		0102- 78-	TEMPORARY RETROREFLECTIVE PAVEMENT MARKER	EA	1444.000	1444.000
		0102- 89- 1	TEMPORARY CRASH CUSHION, REDIRECTIVE OPTION	LO	8.000	8.000
		0102- 99-	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	360.000	360.000
		0104- 10- 3	SEDIMENT BARRIER	LF	6413.000	6413.000
		0104- 11-	FLOATING TURBIDITY BARRIER	LF	66.000	66.000
		0104- 18-	INLET PROTECTION SYSTEM	EA	3.000	3.000
		0107- 1-	LITTER REMOVAL	AC	41.680 N	41.680
		0107- 2-	MOWING	AC	36.870 N	36.870
		0110- 1- 1	CLEARING & GRUBBING 43793715201	(LS)	1.000	1.000
		0120- 1-	REGULAR EXCAVATION	CY	524.000	524.000
		0120- 6-	EMBANKMENT	CY	84.000	84.000
		0160- 4-	TYPE B STABILIZATION	SY	1135.000	1135.000
		0285-701-	OPTIONAL BASE, BASE GROUP 01	SY	231.000	231.000
		0285-709-	OPTIONAL BASE, BASE GROUP 09	SY	631.000	631.000
		0327- 70- 11	MILLING EXIST ASPH PAVT, 2 1/4" AVG DEPTH	SY	29461.000	29461.000
		0334- 1- 53	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, PG76-22	TN	2650.500	2650.500
		0337- 7- 25	ASPHALT CONCRETE FRICTION COURSE, INC BIT, FC-5, PG 76-22	TN	1163.500	1163.500
		0339- 1-	MISCELLANEOUS ASPHALT PAVEMENT	TN	8.200	8.200
		0400- 4- 1	CONCRETE CLASS IV, CULVERTS	CY	154.600	154.600
		0415- 1- 1	REINFORCING STEEL- ROADWAY	LB	37620.000	37620.000
		0425- 1-551	INLETS, DT BOT, TYPE E, <10'	EA	2.000	2.000
		0430-175-118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	LF	23.000	23.000
		0430-830-	PIPE FILLING AND PLUGGING- PLACE OUT OF SERVICE	CY	16.500	16.500
		0524- 1- 1	CONCRETE DITCH PAVT, NON REINFORCED, 3"	SY	49.000	49.000
		0530- 3- 4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	60.400	60.400
		0530- 74-	BEDDING STONE	TN	43.400	43.400
		0536- 1- 1	GUARDRAIL -ROADWAY, GENERAL TL-3	LF	120.000	120.000
		0536- 7- 2	SPECIAL GUARDRAIL POST- SPECIAL STEEL POST FOR CONCRETE STRUCTURE MOUNT	EA	5.000	5.000
		0536- 73-	GUARDRAIL REMOVAL	LF	120.000	120.000

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FLORIDA DEPARTMENT OF TRANSPORTATION
PROPOSAL SUMMARY OF PAY ITEMS
FOR PROPOSAL: E5Z88

LEAD PROJECT : 437937-1-52-01 | DISTRICT : 05 | COUNTY/SECTION : 70020000
PROJECT(S) : 43793715201 | COUNTY : BREVARD

0001 SUMMARY OF ROADWAY

SPC	ALT	ITEM NUMBER	ITEM DESCRIPTION	UNIT	43793715201	QUANTITY TOTAL
		0570- 1- 1	PERFORMANCE TURF	SY	30125.000	30125.000
		0570- 1- 2	PERFORMANCE TURF, SOD	SY	4235.000	4235.000
		0710- 11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	1.122	1.122
		0710- 11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF	27.000	27.000
		0710- 11-180	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, YIELD LINE	LF	15.000	15.000
		0710- 11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	2.749	2.749
		0999- 25-	INITIAL CONTINGENCY AMOUNT, DO NOT BID 43793715201	LS	1.000 N	1.000

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FLORIDA DEPARTMENT OF TRANSPORTATION
PROPOSAL SUMMARY OF PAY ITEMS
FOR PROPOSAL: E5Z88

LEAD PROJECT : 437937-1-52-01 | DISTRICT : 05 | COUNTY/SECTION : 70020000
PROJECT(S) : 43793715201 | COUNTY : BREVARD

0002 SUMMARY OF SIGNING

SPC	ALT	ITEM NUMBER	ITEM DESCRIPTION	UNIT	43793715201	QUANTITY TOTAL
		0701- 18-101	PROFILED THERMOPLASTIC,STANDARD- ASPHALT SURFACES, WHITE, SOLID,6"	GM	1.156	1.156
		0701- 18-201	PROFILED THERMOPLASTIC,STANDARD- ASPHALT SURFACES, YELLOW, SOLID,6"	GM	0.974	0.974
		0705- 11- 1	DELINEATOR, FLEXIBLE TUBULAR	EA	4.000	4.000
		0710- 90-	PAINTED PAVEMENT MARKINGS, FINAL SURFACE 43793715201	LS	1.000	1.000
		0711- 11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM	0.218	0.218
		0711- 11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	18.000	18.000
		0711- 11-241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6"	GM	0.245	0.245
		0711- 14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	24.000	24.000
		0711- 14-160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	9.000	9.000
		0711- 14-170	THERMOPLASTIC, PREFORMED, WHITE, ARROW	EA	9.000	9.000
		0711- 15-101	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES WHITE, SOLID, 6"	GM	0.453	0.453
		0711- 15-131	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, WHITE , SKIP, 6",10-30 SKIP OR 3-9 LANE DROP	GM	1.468	1.468
		0711- 15-201	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"	GM	0.242	0.242

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

MICHAEL HERON, P.E. 56182
STV INCORPORATED
111 NORTH ORANGE AVENUE, SUITE 1450
ORLANDO, FL 32801
(321) 418-6604
CERTIFICATE OF AUTHORIZATION NO. 390

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

$USER$ $DATE$ $TIME$ $FILE$

SUMMARY OF PAY ITEMS

SHEET NO. 3



SUMMARY OF FLOOD DATA

STRUCTURE NO.	STATION	DESIGN FLOOD		BASE FLOOD		OVERTOPPING FLOOD				GREATESTFLOOD			
		2% PROB.	50 YR FLOOD	1% PROB.	100 YR FLOOD								
		DISCHARGE	STAGE	DISCHARGE	STAGE	DISCHARGE	STAGE	PROB. %	FREQ YR.	DISCHARGE	STAGE	PROB. %	FREQ YR.
S-3	34+33.69	240.21	3.27'	273.16	3.874'								

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYON S. WUCZYNSKI, P.E. 64090
STV INCORPORATED
5200 BELFORT ROAD, SUITE 400
JACKSONVILLE, FL 32256
(904) 730-9777
CERTIFICATE OF AUTHORIZATION NO. 390

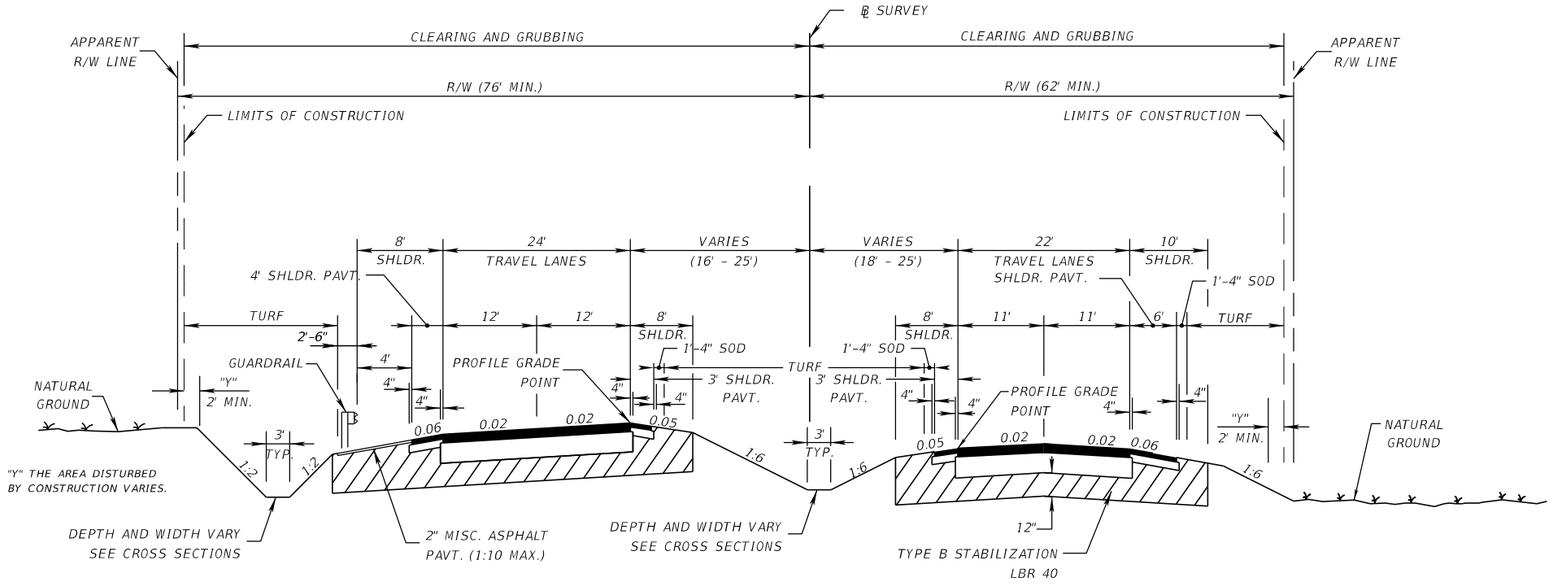
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

DRAINAGE MAP

SHEET NO. 4

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TYPICAL SECTION
SR 5
STA. 33+60.00 TO STA. 34+80.00

TRAFFIC DATA

CURRENT YEAR = 2017 AADT = 40,000
ESTIMATED OPENING YEAR = 2021 AADT = 41,000
ESTIMATED DESIGN YEAR = 2041 AADT = 48,000
K = 9.0% D = 53% T = 7.7% (24 HOUR)
DESIGN HOUR T = 6.5%
DESIGN SPEED = 60 MPH

TRAVEL LANES

OPTIONAL BASE GROUP 9 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (6") (PG 76-22)
AND FRICTION COURSE FC-5 (¾) (PG 76-22)

SHOULDER PAVEMENT

OPTIONAL BASE GROUP 1, (TYPE B-12.5) ONLY WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (1 ½") (PG 76-22)
AND FRICTION COURSE FC-5 (¾") (PG 76-22)

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MICHAEL HERON, P.E. 56182
STV INCORPORATED
111 NORTH ORANGE AVENUE, SUITE 1450
ORLANDO, FL 32801
(321) 418-6604
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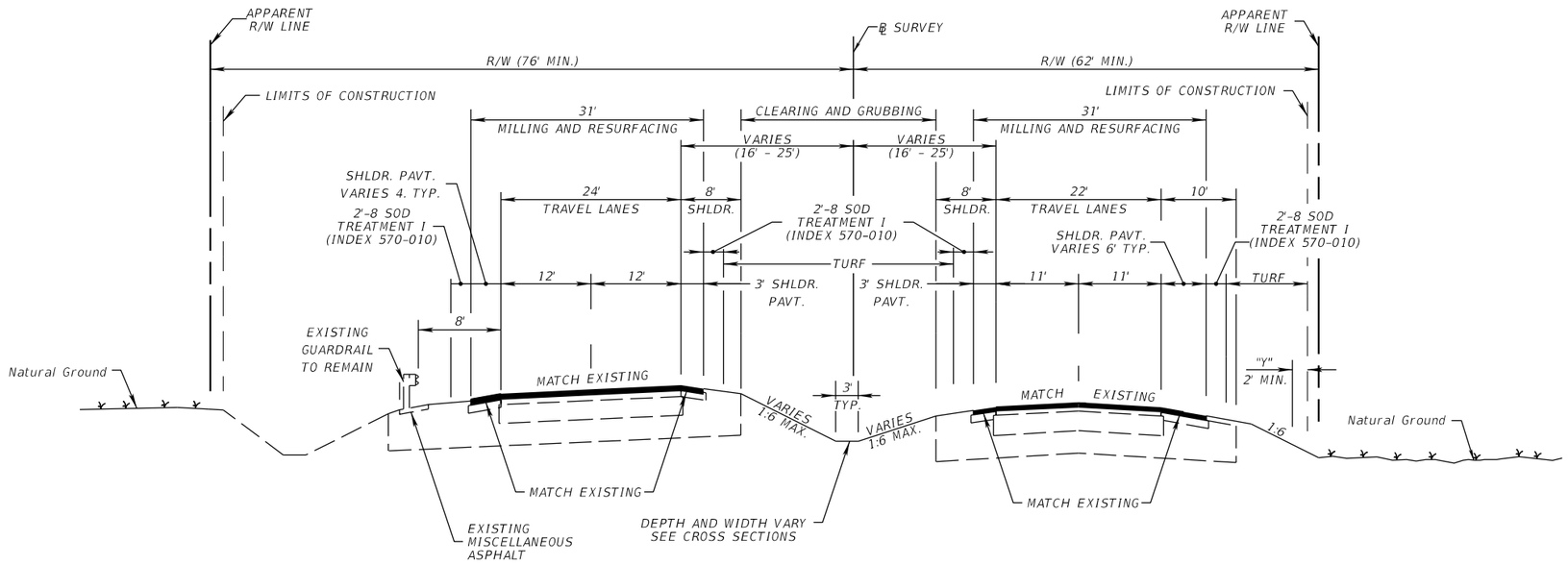
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TYPICAL SECTION

SHEET NO. 5

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TYPICAL SECTION
SR 5
STA. 13+30.00 TO STA. 33+60.00
STA. 34+80.00 TO STA. 51+75.58

TRAFFIC DATA

CURRENT YEAR = 2017 AADT = 40,000
ESTIMATED OPENING YEAR = 2021 AADT = 41,000
ESTIMATED DESIGN YEAR = 2041 AADT = 48,000
K = 9.0% D = 53% T = 7.7% (24 HOUR)
DESIGN HOUR T = 6.5%
DESIGN SPEED = 60 MPH

TRAVEL LANES

MILL EXISTING ASPHALT PAVEMENT FOR DEPTH (2 ¼ ")
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (1 ½") (PG 76-22)
AND FRICTION COURSE FC-5 (¾) (PG 76-22)

SHOULDER PAVEMENT

MILL EXISTING ASPHALT PAVEMENT FOR DEPTH (2 ¼")
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (1 ½") (PG 76-22)
AND FRICTION COURSE FC-5 (¾) (PG 76-22) *

NOTE:
DO NOT PLACE FC-5
IN MEDIAN CROSSOVERS

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MICHAEL HERON, P.E. 56182
STV INCORPORATED
111 NORTH ORANGE AVENUE, SUITE 1450
ORLANDO, FL 32801
(321) 418-6604
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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TYPICAL SECTION

SHEET NO. 6

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QUANTITY	STR. NO.	STATION	SIDE	DESCRIPTION	BARRELS	STORM DRAIN PIPE	DITCH BOTTOM INLETS	FILL AND PLUG PIPE	REMARKS
						ROUND	E	430-830	
						18"	<10'	CY	
P	S-1	29+11.67	RT	Inlet	-		1		
F									
P		34+05.50	LT	Exist. CBC				16.5	
F									
P	S-2	34+05.54	RT	EW, CBC	2				SEE STRUCTURES PLANS FOR QUANTITIES
F									
P	S-3	34+33.69	LT	EW	-				SEE STRUCTURES PLANS FOR QUANTITIES
F									
P	S-4	34+50.00	RT	Inlet, Pipe	1	23	1		
F									
P									
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				Summary:		23	2	16.5	
				Totals Summary:		23	2	16.5	

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

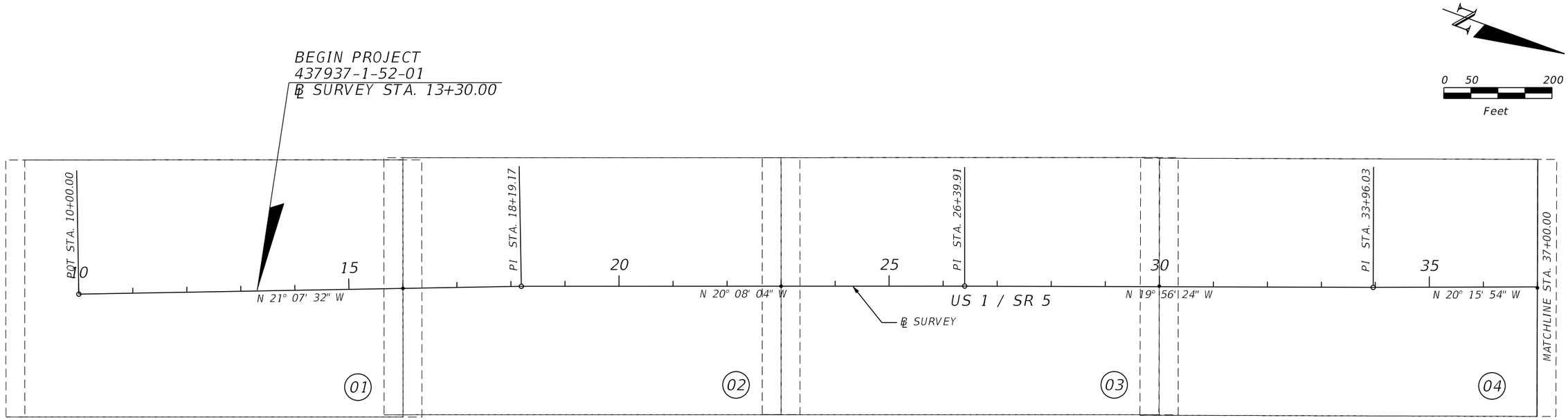
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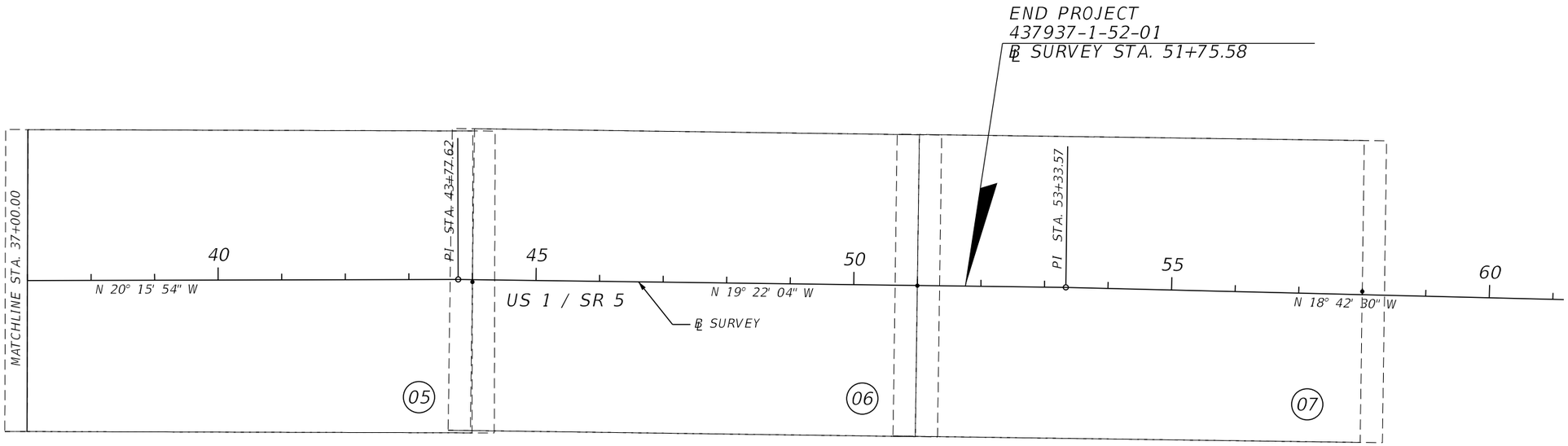
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

SUMMARY OF DRAINAGE STRUCTURES

SHEET NO. 7





0 50 200
Feet

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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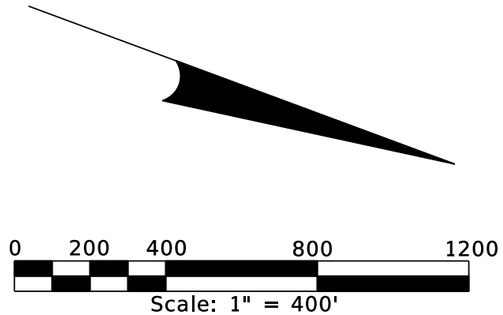
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

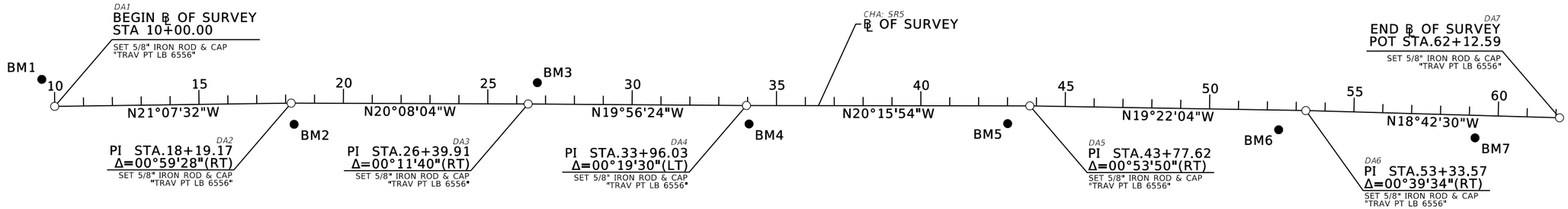
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

PROJECT LAYOUT

SHEET NO. 8

HORIZONTAL AND VERTICAL CONTROL





1. ANY PROJECT CONTROL MONUMENT WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A MONUMENT IS IN DANGER OF BEING DESTROYED THE PROJECT ADMINISTRATOR SHOULD NOTIFY THE DISTRICT SURVEYOR AND MAPPER, WITHOUT DELAY, BY TELEPHONE AT (386) 943-5116 OR BY E-MAIL AT John.Cheney@dot.state.fl.us.
2. THE SECONDARY HORIZONTAL CONTROL POINTS FOR THIS PROJECT WERE ESTABLISHED FROM REAL TIME KINEMATIC (RTK) GLOBAL POSITIONING SYSTEM (GPS) TIES RELATIVE TO FLORIDA DEPARTMENT OF TRANSPORTATION COR STATIONS, 1983 NORTH AMERICAN DATUM 2011 ADJUSTMENT.
3. THE VERTICAL CONTROL DATA SHOWN HEREON IS BASED ON NAVD88 DATUM, AS ESTABLISHED FROM NATIONAL GEODETIC SURVEY BENCHMARKS "P 229" AND "E 229".
4. HORIZONTAL POSITION INFORMATION FOR VERTICAL CONTROL, IF SHOWN TO THE NEAREST FOOT FOR COORDINATE (X AND Y) POSITIONS AND NEAREST TENTH OF A SECOND FOR LATITUDE AND LONGITUDE, ARE FOR RECON PURPOSES ONLY AND ARE NOT INTENDED FOR USE AS HORIZONTAL CONTROL.
5. DATA AS SHOWN HEREON IS EXPRESSED IN ENGLISH UNITS.

LEGEND

● = VERTICAL CONTROL POINT
■ = HORIZONTAL CONTROL POINT
◬ = HORIZONTAL & VERTICAL CONTROL POINT
□ ○ = ℄ SURVEY CONTROL POINTS

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

GEODATA CONSULTANTS, INC.
H. PAUL deVIVERO
FLORIDA PROFESSIONAL SURVEYOR
AND MAPPER No. 4990
1349 S INTERNATIONAL PARKWAY, SUITE 2401
LAKE MARY, FLORIDA 32746
(407) 732-6965
LAND SURVEYOR BUSINESS LICENSE No. 6556

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
5	BREVARD	437937-1

PROJECT NETWORK CONTROL

SHEET NO.
CTL-1

HORIZONTAL AND VERTICAL CONTROL

POINT ID	C/L STATION	OFFSET	ELEV. (Z)	DESCRIPTION / "STAMPING"	NORTHING (Y)	EASTING (X)	LATITUDE	LONGITUDE	SCALE FACTOR
BM1	out of chain	N/A	13.04	NAIL & DISK "FDOT REF LB 6556"	1416365	761330	28 13 47.0	80 40 24.3	N/A
DA1	10+00.00	0.00'	N/A	5/8" IRON ROD & CAP "TRAV PT LB 6556"	1416439.5787	761401.9941	N/A	N/A	N/A
DA2	18+19.17	0.00'	N/A	5/8" IRON ROD & CAP "TRAV PT LB 6556"	1417203.6973	761106.7531	N/A	N/A	N/A
BM2	18+30	73' RT	3.61	BOX CUT IN CATCH BASIN	1417239	761172	28 13 55.7	80 40 26.0	N/A
DA3	26+39.91	0.00'	N/A	5/8" IRON ROD & CAP "TRAV PT LB 6556"	1417974.2811	760824.2353	N/A	N/A	N/A
BM3	26+71	74' LT	8.12	NAIL & DISK "FDOT REF LB 6556"	1417979	760744	28 14 03.0	80 40 30.8	N/A
DA4	33+96.03	0.00'	N/A	5/8" IRON ROD & CAP "TRAV PT LB 6556"	1418685.0658	760566.3751	N/A	N/A	N/A
BM4	34+05	64' RT	3.86	BOX CUT IN ENDWALL	1418716	760623	28 14 10.3	80 40 32.1	N/A
BM5	43+01	61' RT	5.55	NAIL & DISK (STAMPING ILLEGIBLE)	1419555	760311	28 14 18.6	80 40 35.6	N/A
DA5	43+77.62	0.00'	N/A	5/8" IRON ROD & CAP "TRAV PT LB 6556"	1419605.8996	760226.3867	N/A	N/A	N/A
BM6	52+41	68' RT	3.70	RAIL ROAD SPIKE IN POWER POLE	1420443	760004	28 14 27.4	80 40 39.0	N/A
DA6	53+33.57	0.00'	N/A	5/8" IRON ROD & CAP "TRAV PT LB 6556"	1420507.7478	759909.3650	N/A	N/A	N/A
BM7	59+22	78' RT	4.16	NAIL & DISK "FDOT REF LB 6556"	1421090	759794	28 14 33.8	80 40 41.3	N/A
DA7	62+12.59	0.00'	N/A	5/8" IRON ROD & CAP "TRAV PT LB 6556"	1421340.3303	759627.4151	N/A	N/A	N/A

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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H. PAUL deVIVERO
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AND MAPPER No. 4990
1349 S INTERNATIONAL PARKWAY, SUITE 2401
LAKE MARY, FLORIDA 32746
(407) 732-6965
LAND SURVEYOR BUSINESS LICENSE No. 6556

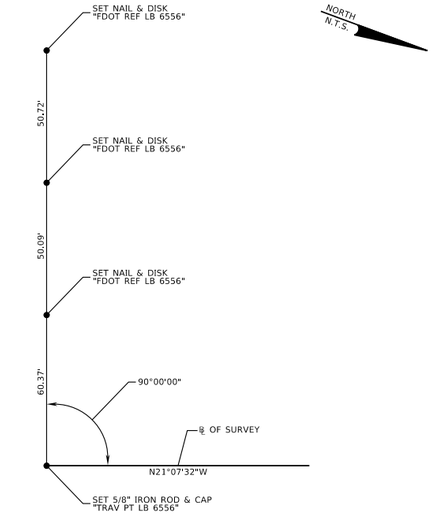
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
5	BREVARD	437937-1

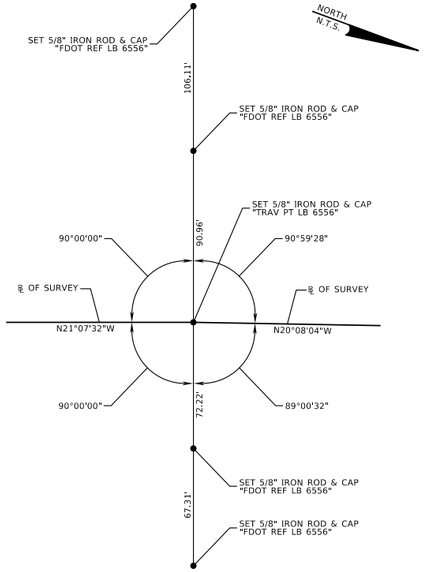
PROJECT NETWORK CONTROL

SHEET NO.
CTL-2

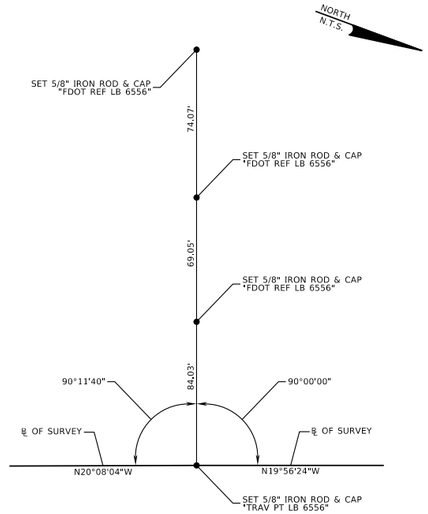
℄ SURVEY CONTROL POINTS



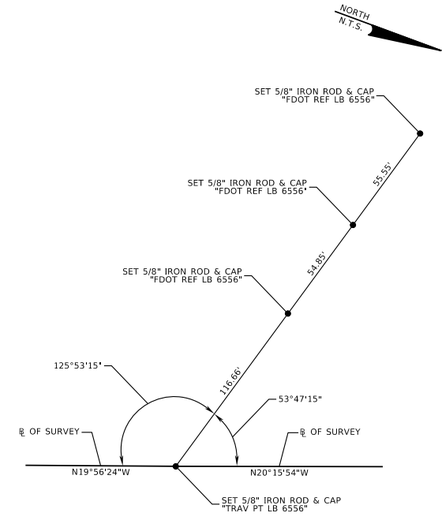
BEGIN ℄ OF SURVEY
STA 10+00.00



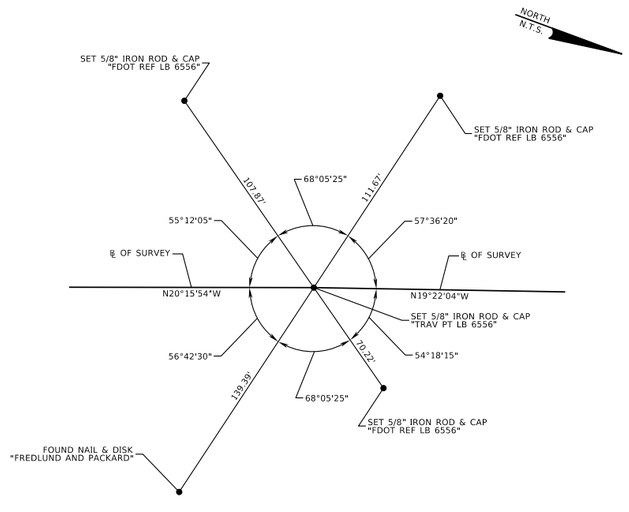
℄ OF SURVEY
PI STA 18+19.17
Δ=00°59'28"(RT)



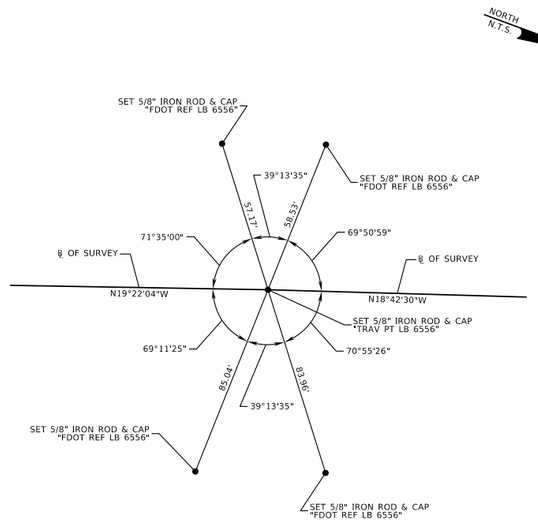
℄ OF SURVEY
PI STA 26+39.91
Δ=00°11'40"(RT)



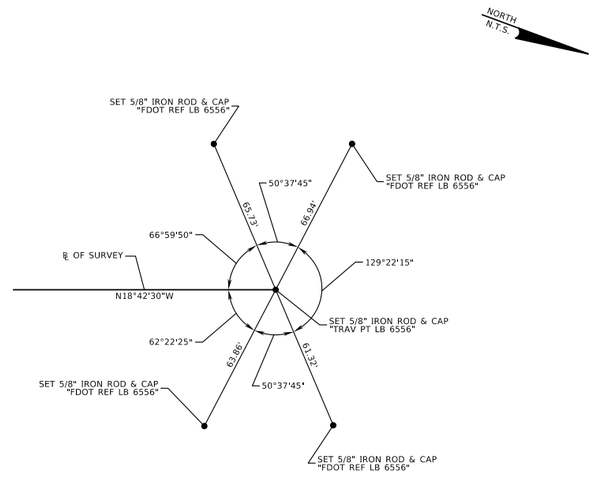
℄ OF SURVEY
PI STA 33+96.03
Δ=00°19'30"(LT)



℄ OF SURVEY
PI STA 43+77.62
Δ=00°53'50"(RT)



℄ OF SURVEY
PI STA 53+33.57
Δ=00°53'50"(RT)



END ℄ OF SURVEY
STA 62+12.59

REVISIONS			
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AND MAPPER No. 4990
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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
5	BREVARD	437937-1

PROJECT NETWORK CONTROL

SHEET NO.
CTL-3

GENERAL NOTES

1. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

2. SPECIAL EVENTS FOR THIS PROJECT INCLUDE BUT ARE NOT LIMITED TO:

   DAYTONA BIKE WEEK
   SPRING BREAK
   BIKETOBERFEST
   ROCKET LAUNCHES
   AIR SHOWS
   DAYTONA SPEED WEEKS

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

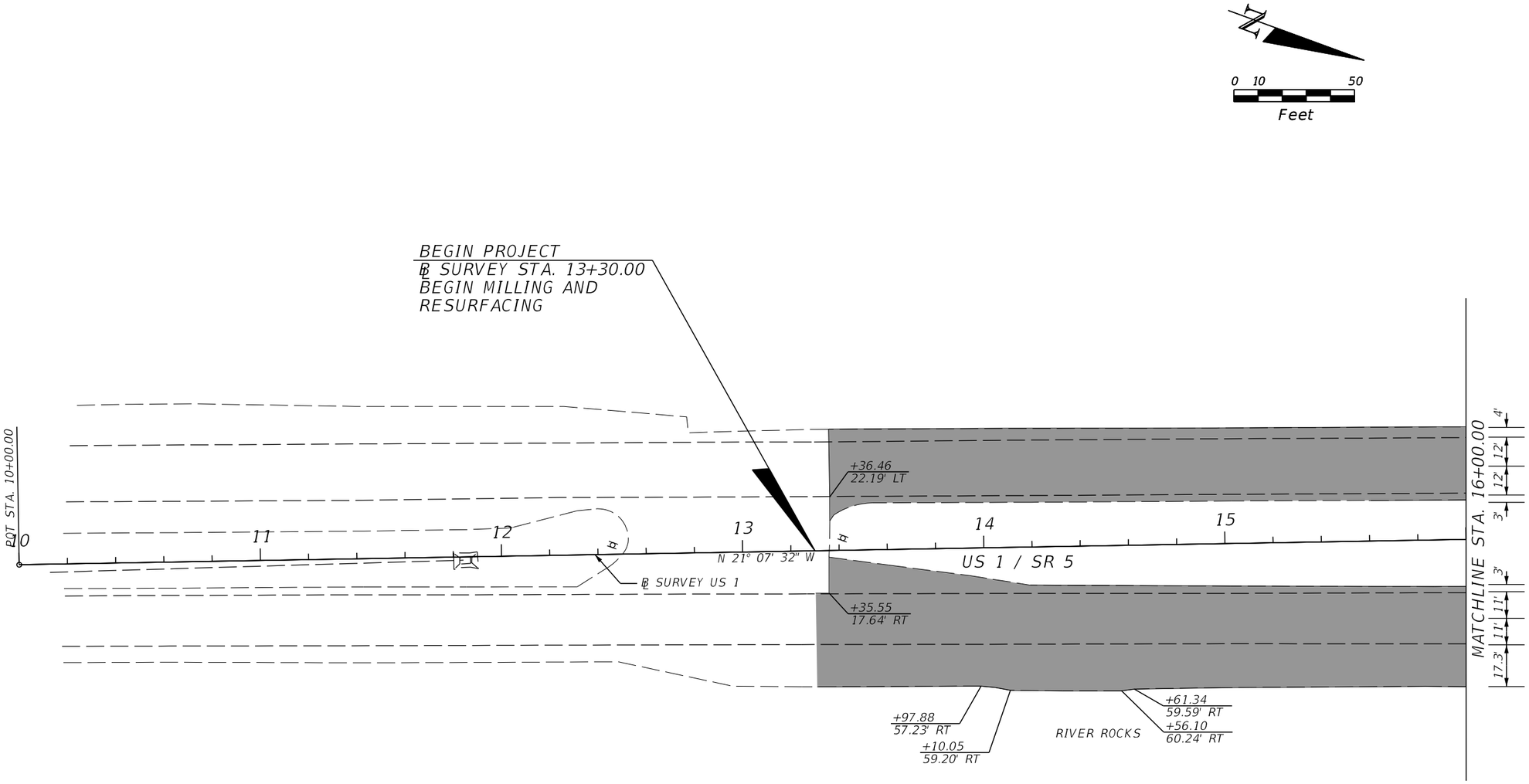
MICHAEL HERON, P.E. 56182
STV INCORPORATED
111 NORTH ORANGE AVENUE, SUITE 1450
ORLANDO, FL 32801
(321) 418-6604
CERTIFICATE OF AUTHORIZATION NO. 390

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

GENERAL NOTES

SHEET NO. 9



LEGEND

MILLING & RESURFACING

FC-5 EXCLUSION LIMITS

PLAN 1

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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111 NORTH ORANGE AVENUE, SUITE 1450
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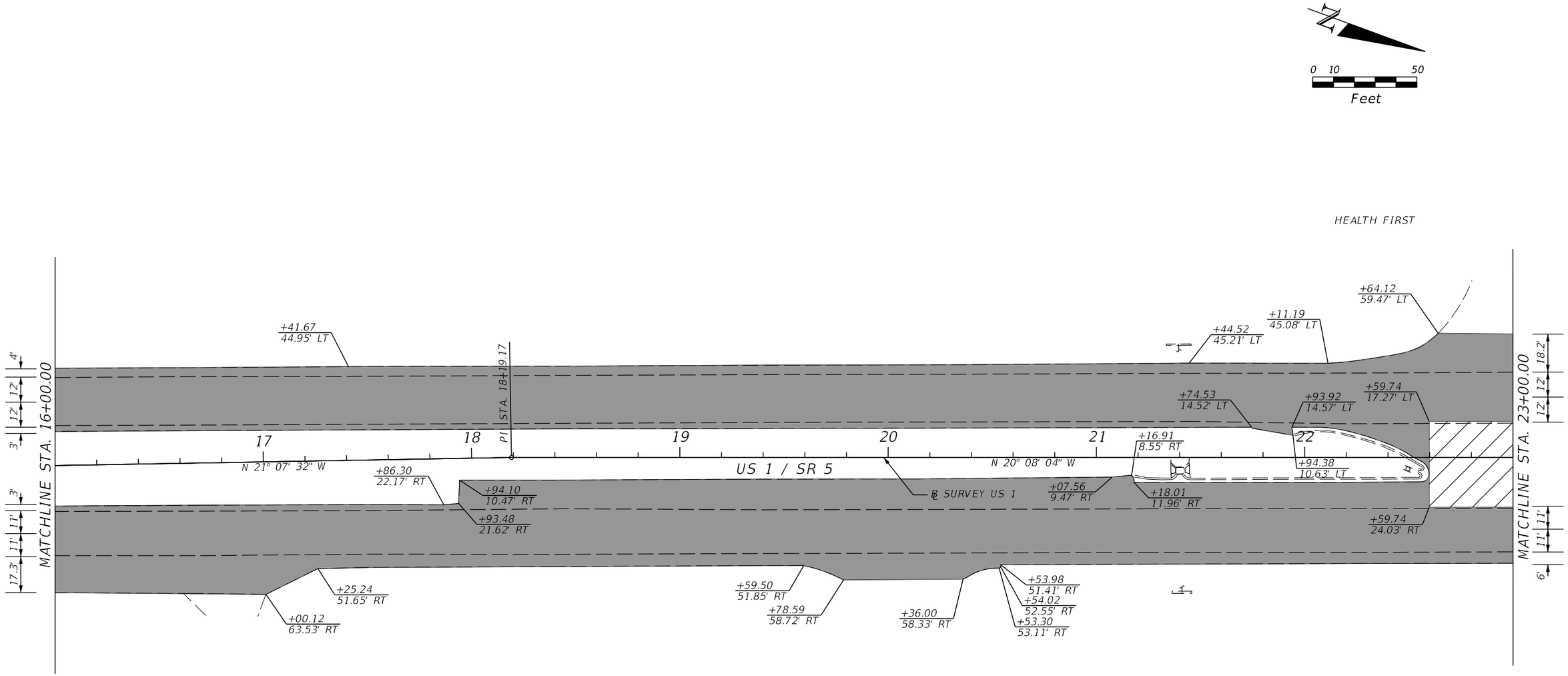
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

ROADWAY PLAN

SHEET NO. 10

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LEGEND

MILLING & RESURFACING

FC-5 EXCLUSION LIMITS

PLAN 2

REVISIONS			
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ORLANDO, FL 32801
(321) 418-6604
CERTIFICATE OF AUTHORIZATION NO. 390

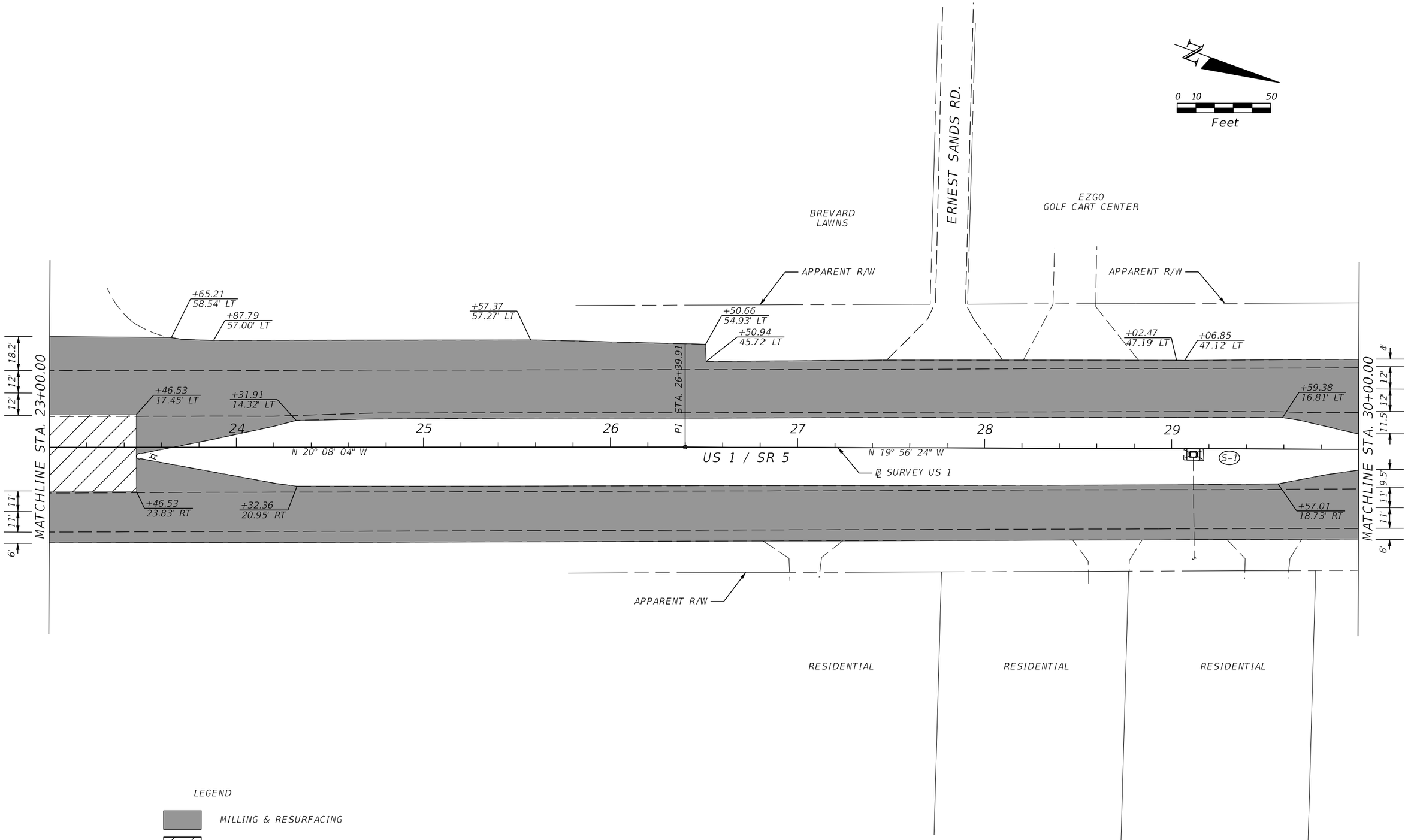
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

ROADWAY PLAN

SHEET NO. 11

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LEGEND

MILLING & RESURFACING

FC-5 EXCLUSION LIMITS

PLAN 3

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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(321) 418-6604
CERTIFICATE OF AUTHORIZATION NO. 390

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

ROADWAY PLAN

SHEET NO. 12

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FRIENDSHIP PL.

LANDSCAPE DEPOT

APPARENT R/W

END MILLING AND RESURFACING
BEGIN RECONSTRUCTION
℄ SURVEY STA. 33+60.00

EXIST. DITCH

SEE MISC. DETAIL SHEET FOR GRADING

EXIST. DITCH
BEGIN CULVERT
STA. 34+13.14

EXIST. 4'X2' CBC TO BE PLUGGED AND FILLED

4' PAVED SHOULDER

BEGIN GUARDRAIL NESTED W-BEAMS SPACING @ 3'-1.5" AND MISC. ASPHALT
STA. 33+60.00
CONNECT TO EXIST. GUARDRAIL

EXIST. GUARDRAIL TO REMAIN

IMPACTED SURFACE WATERS

INSTALL SPECIAL GUARDRAIL STEEL POST FOR CONCRETE STRUCTURE MOUNT

11.4 TONS OF 1.5' RUBBLE RIPRAP w/ 9 TONS OF BEDDING STONE
20.4' x 7.0'

EXIST. DITCH

SEE MISC. DETAIL SHEET FOR GRADING

END GUARDRAIL NESTED W-BEAMS SPACING @ 3'-1.5" AND MISC. ASPHALT
STA. 34+80.00
CONNECT TO EXIST. GUARDRAIL

END RECONSTRUCTION
BEGIN MILLING AND RESURFACING
℄ SURVEY STA. 34+80.00

EXIST. GUARDRAIL TO REMAIN

0 10 50
Feet

MATCHLINE STA. 30+00.00

4' 12' 12' 11.5' 9.5' 11' 11' 6'

+39.36 20.42' LT
+29.98 21.00' LT
+14.73 18.22' LT
+39.36 20.76' RT
+29.98 20.17' RT
+12.07 16.94' RT

31 32 33 34 35 36

MEDIAN DITCH

+98.00 1.20' RT

P.I. STA. 33+94.01

9.00'

+50.00 1.12' RT

N 19° 56' 24" W

US 1 / SR 5

N 20° 15' 54" W

℄ SURVEY US 1

3' PAVED SHOULDER

BEGIN 3" CONC. DITCH PAVT.
STA. 33+98.00
INDEX 524-001

END 3" CONC. DITCH PAVT.
STA. 34+47.00
INDEX 524-001

23 LF OF 18" RCP

MATCHLINE STA. 37+00.00

4' 12' 12' 3' 3' 11' 11' 6'

BT(B) W(B) BFOT(B) OE

EXIST. 34"X53" ELLIP. TO BE REMOVED

BEGIN SPECIAL DITCH MEDIAN
STA. 31+80.00
2.37' RT

WETLAND LINE

6' PAVED SHOULDER

49 TONS OF 1.5' RUBBLE RIPRAP w/ 36 TONS OF BEDDING STONE
30.0' x 20.4'

END CULVERT
STA. 34+27.50

127 LF OF DUAL 6X3' CBC

IMPACTED SURFACE WATERS

20'

+96.03 128.80' RT

+15.68 135.09' RT

EASEMENT

APPARENT R/W

WETLAND LINE

LEGEND

MILLING & RESURFACING

FC-5 EXCLUSION LIMITS

PLAN 4

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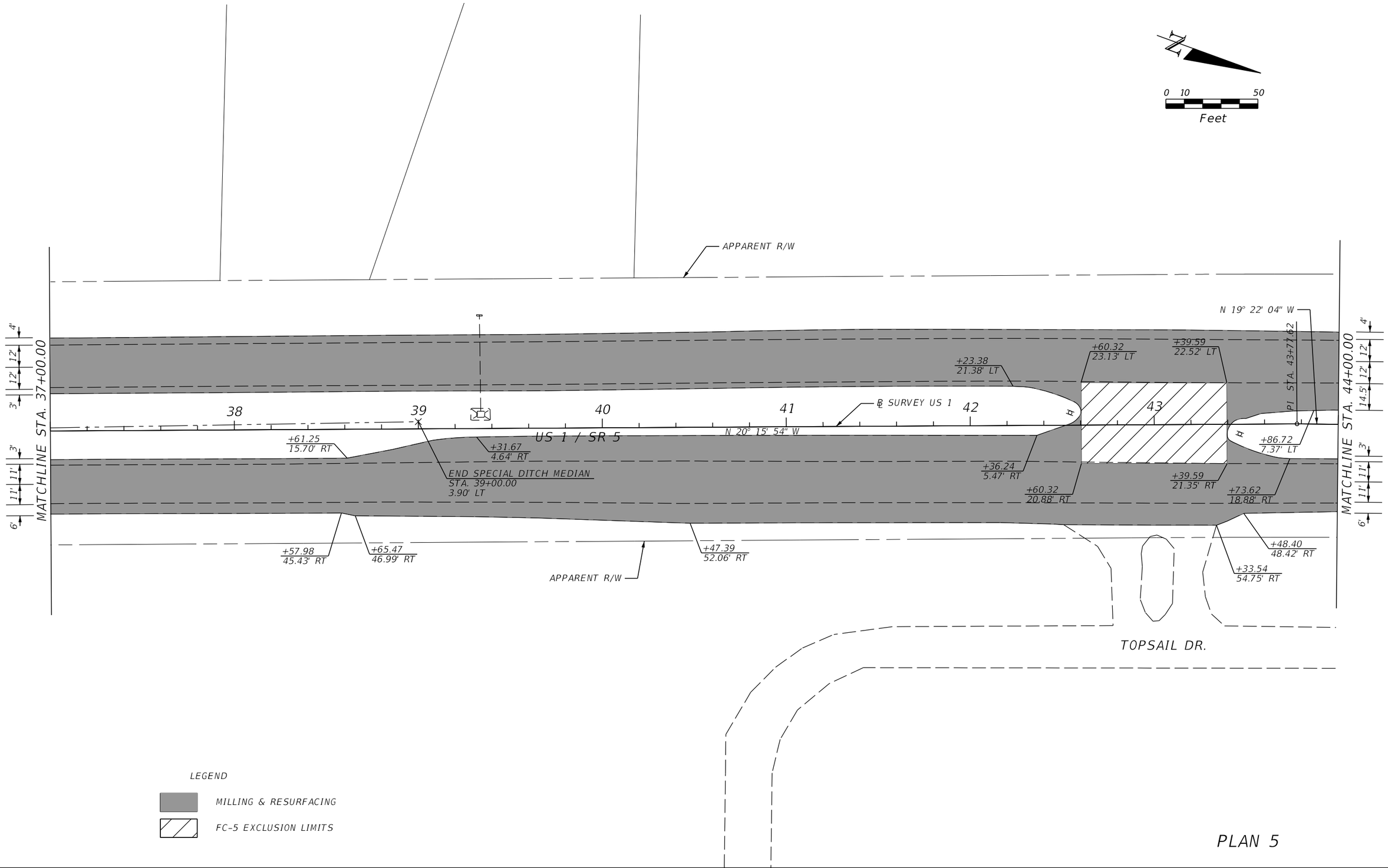
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

ROADWAY PLAN

SHEET NO. 13

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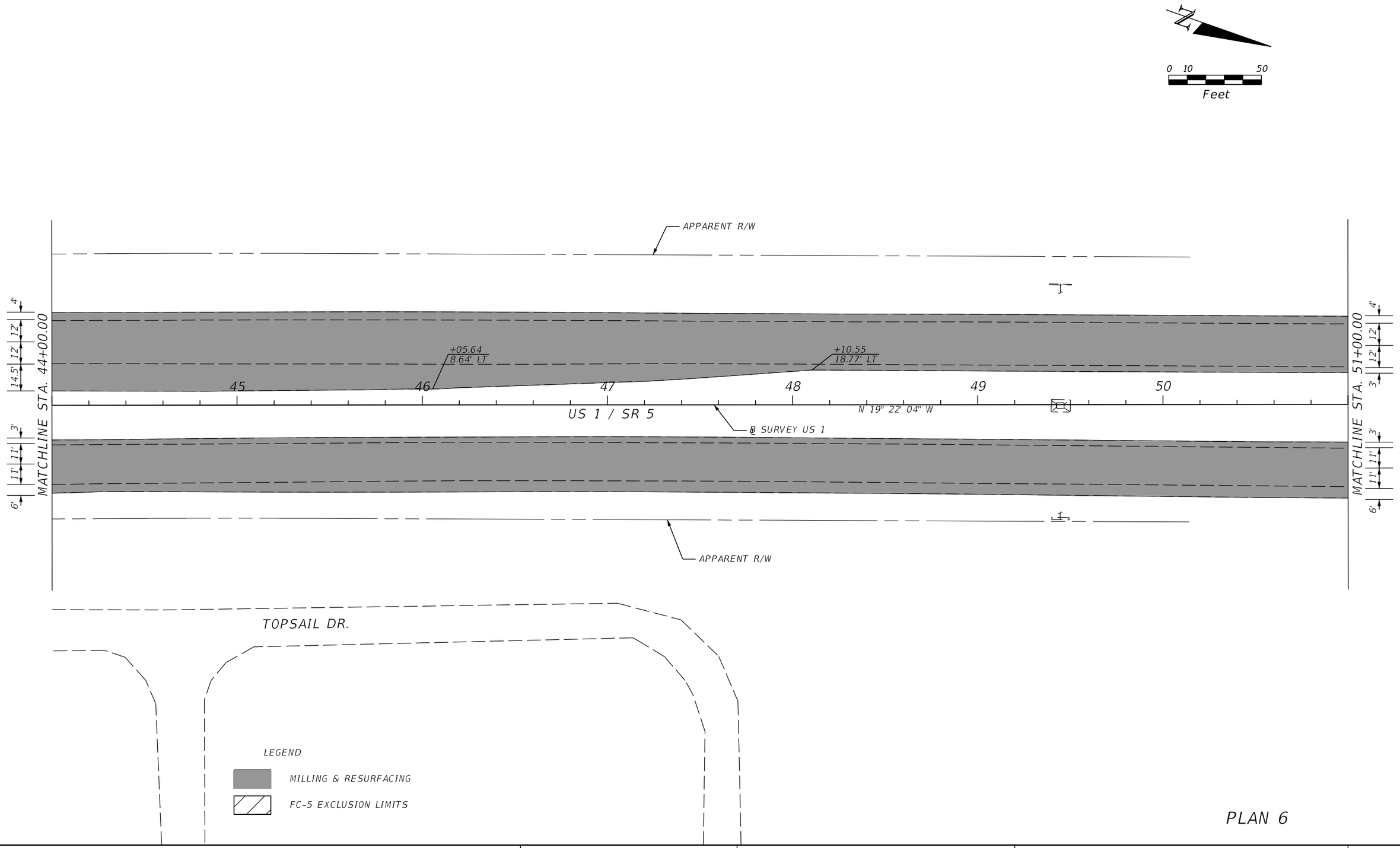
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

ROADWAY PLAN

SHEET NO. 14

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PLAN 6

REVISIONS			
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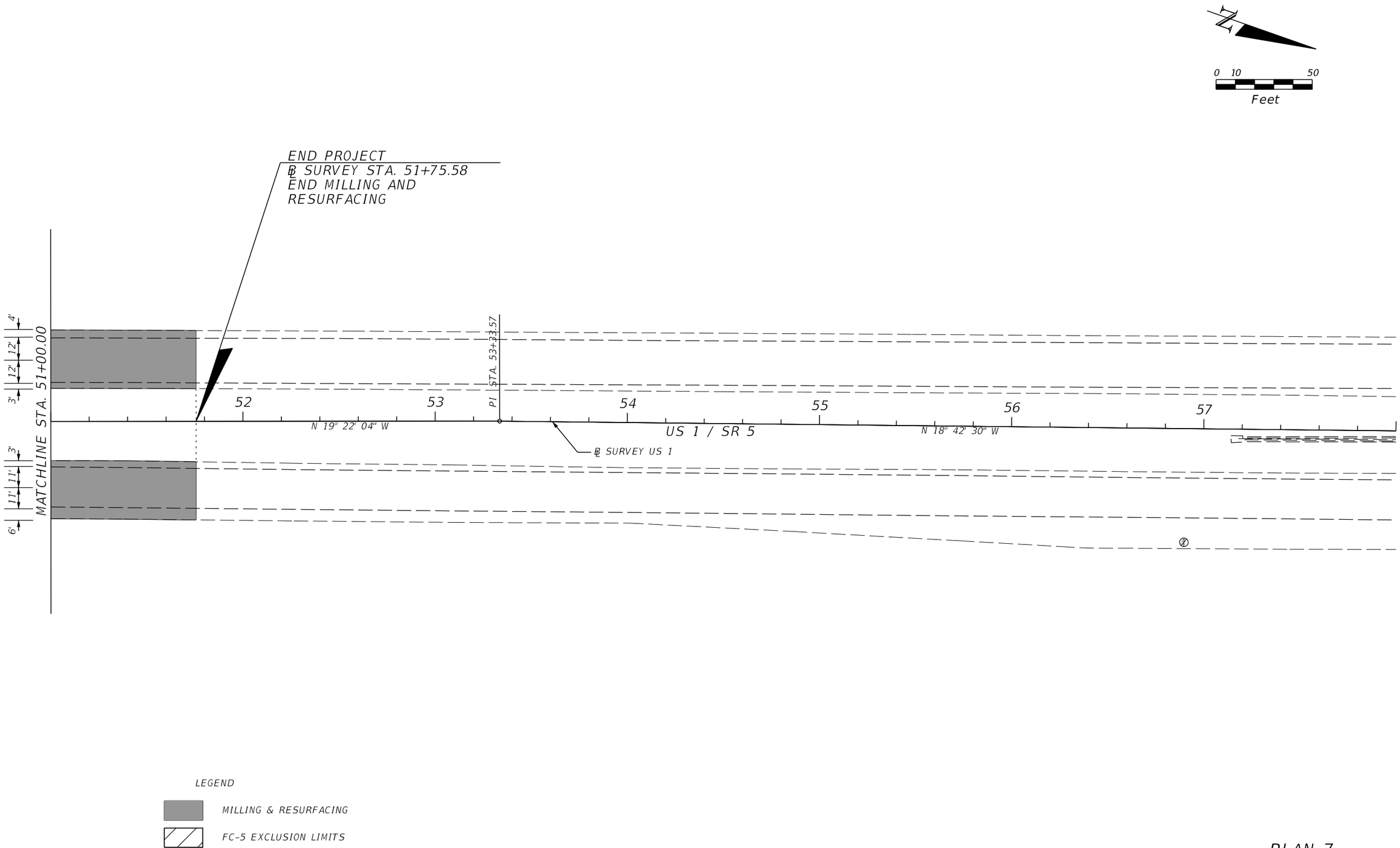
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

ROADWAY PLAN

SHEET NO. 15

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LEGEND

MILLING & RESURFACING

FC-5 EXCLUSION LIMITS

PLAN 7

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

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SR 5	BREVARD	437937-1-52-01

ROADWAY PLAN

SHEET NO. 16

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BEGIN SOUTHBOUND PROFILE
STA. 33+60.00, EL. 6.49
MATCH EXISTING

BEGIN NORTHBOUND PROFILE
STA. 33+60.00, EL. 5.25
MATCH EXISTING

END SOUTHBOUND PROFILE
STA. 34+80.00, EL. 6.48
MATCH EXISTING

END NORTHBOUND PROFILE
STA. 34+80.00, EL. 5.53
MATCH EXISTING

END MILLING AND
RESURFACING
BEGIN RECONSTRUCTION
℄ SURVEY STA. 33+60.00

END RECONSTRUCTION
BEGIN MILLING AND
RESURFACING
℄ SURVEY STA. 34+80.00

PROFILE GRADE
SOUTHBOUND

PROFILE GRADE
NORTHBOUND

EL. 5.15

EL. 4.56

10

5

0

(-) 0.002%

(+) 0.227%

(-) 0.372%

(+) 0.350%

(-) 0.269%

(-) 0.792%

(+) 0.627%

(+) 6.068%

(-) 15.121%

S-4

DPI (+80)
EL.=4.55

EXISTING
NORTHBOUND
PROFILE

DPI (+50.43)
EL.=2.50

DPI (+98)
EL.=3.74

DPI (+50)
EL.=3.60

DPI (+13.59)
EL.=2.00

DPI (+52.13)
EL.=1.00

FL 1.00

DPI (+00)
EL.=1.30

DPI (+23.51)
EL.=0.50

DPI (+43.89)
EL.=0.50

18" PIPE

FL 0.54

PROP. DUAL 6'X3' CBC

EXISTING
SOUTHBOUND
PROFILE

MEDIAN DITCH PROFILE

EXISTING GROUND AT
℄ SURVEY (TYP.)

SCALE
1" = 50' Horizontal
1" = 5' Vertical

30+00 31+00 32+00 33+00 34+00 35+00 36+00 37+00

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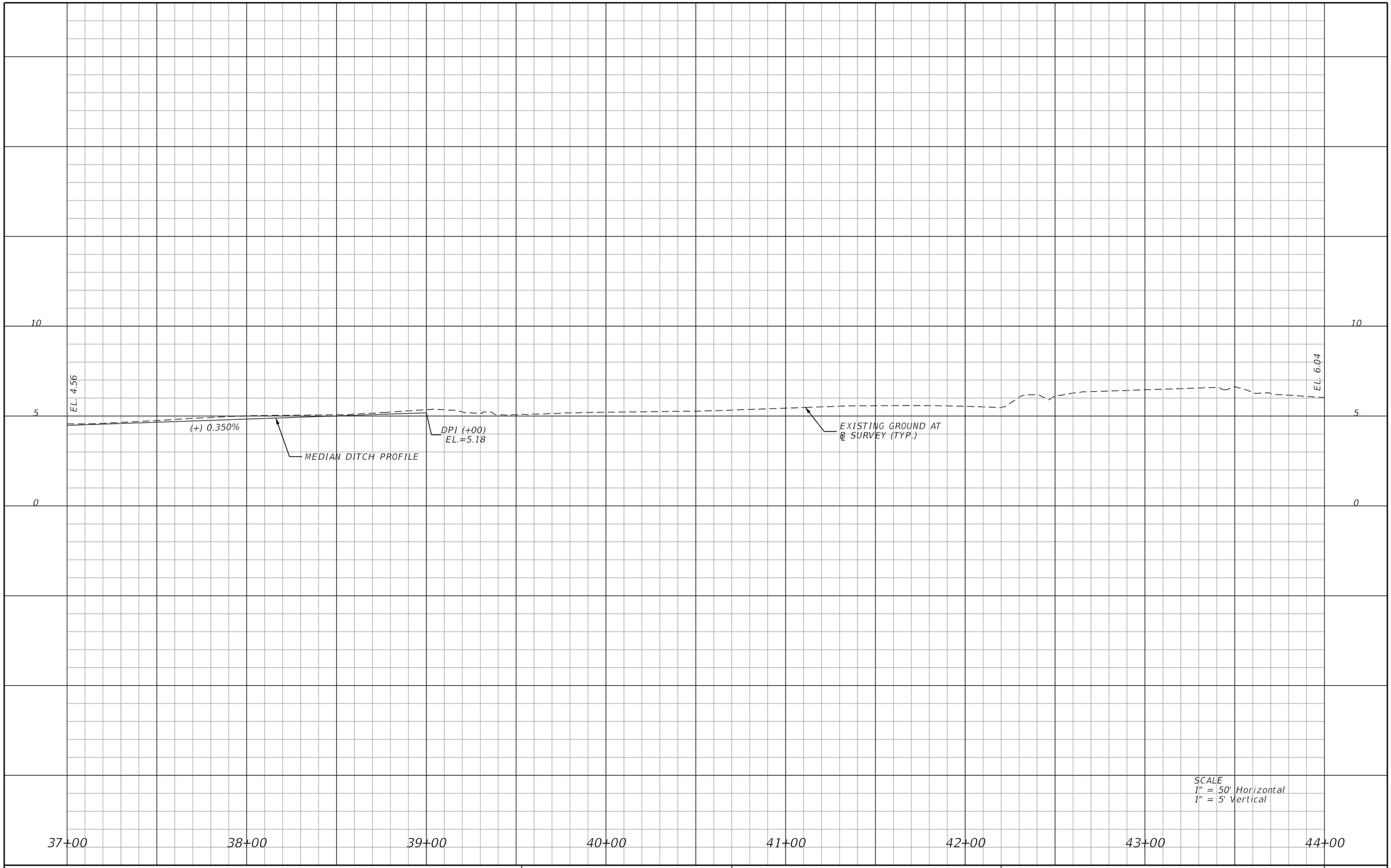
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STATE OF FLORIDA
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ROADWAY PROFILE

SHEET NO. 17



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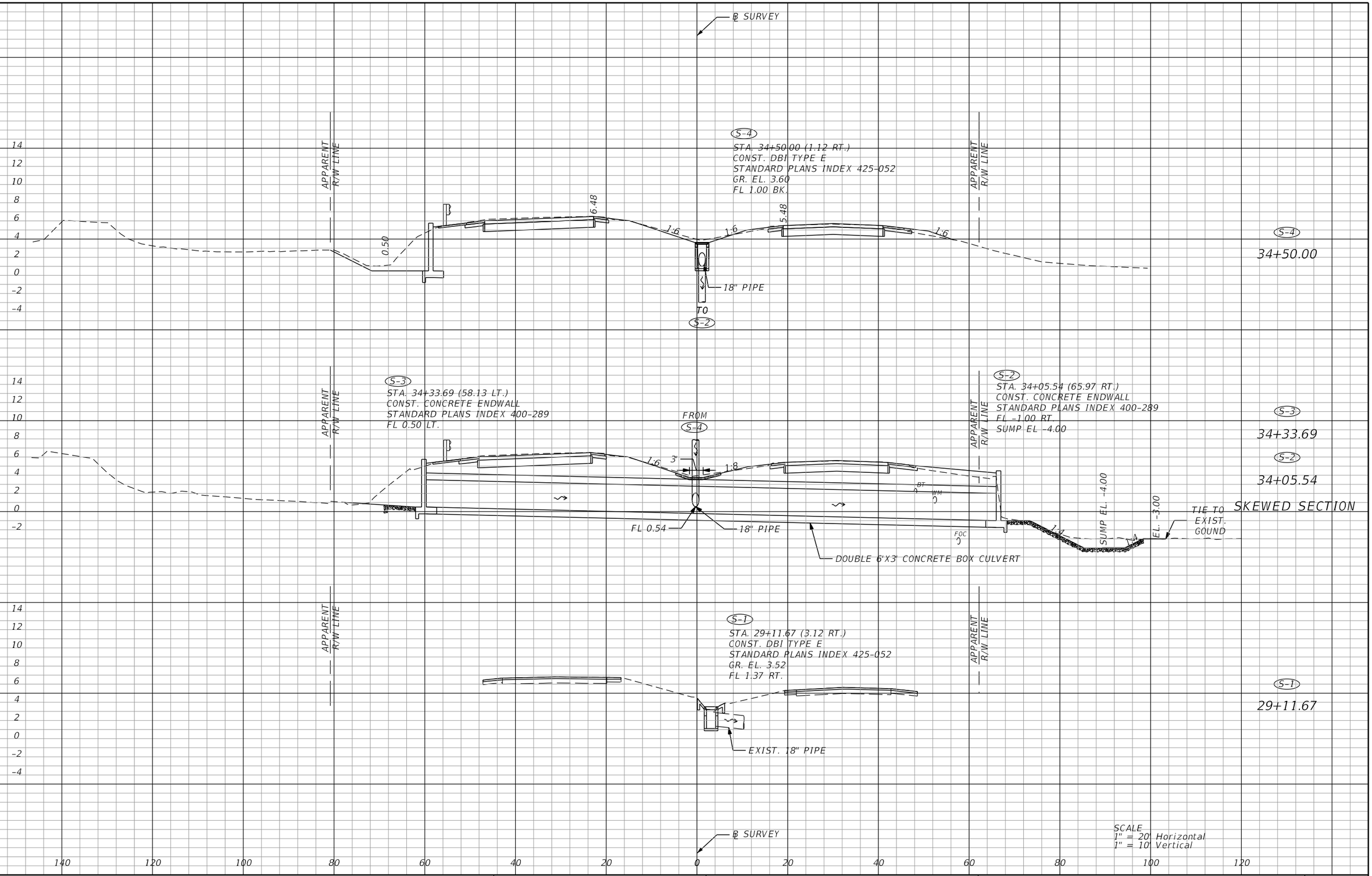
MICHAEL HERON, P.E. 56182
STV INCORPORATED
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ROADWAY PROFILE

SHEET NO. 18



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DATE	DESCRIPTION	DATE	DESCRIPTION

BRYON S. WUCZYNSKI, P.E. 64090
STV INCORPORATED
5200 BELFORT ROAD, SUITE 400
JACKSONVILLE, FL 32256
(904) 730-9777
CERTIFICATE OF AUTHORIZATION NO. 390

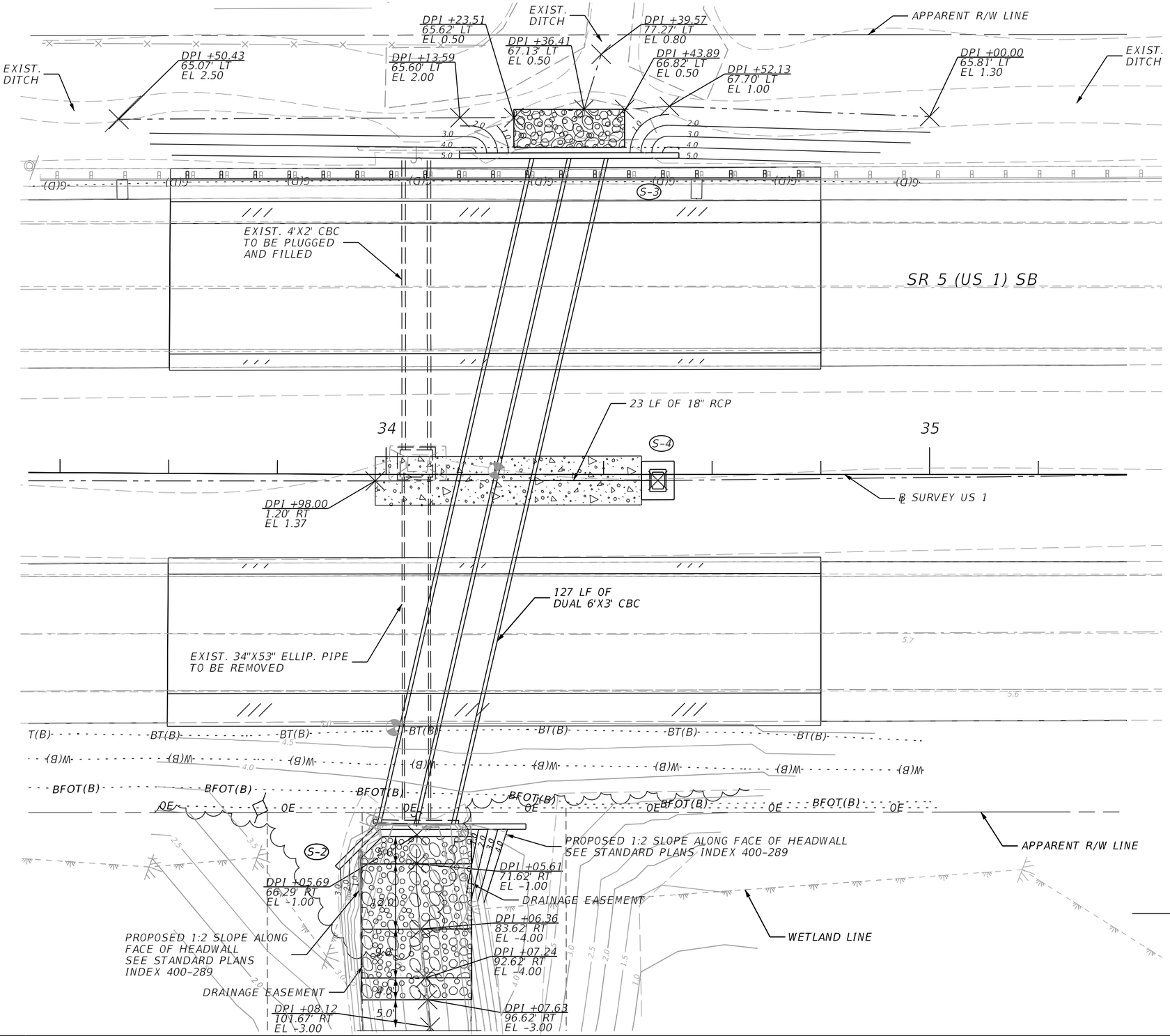
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

DRAINAGE STRUCTURES

SHEET NO. 19

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BOX CULVERT GRADING

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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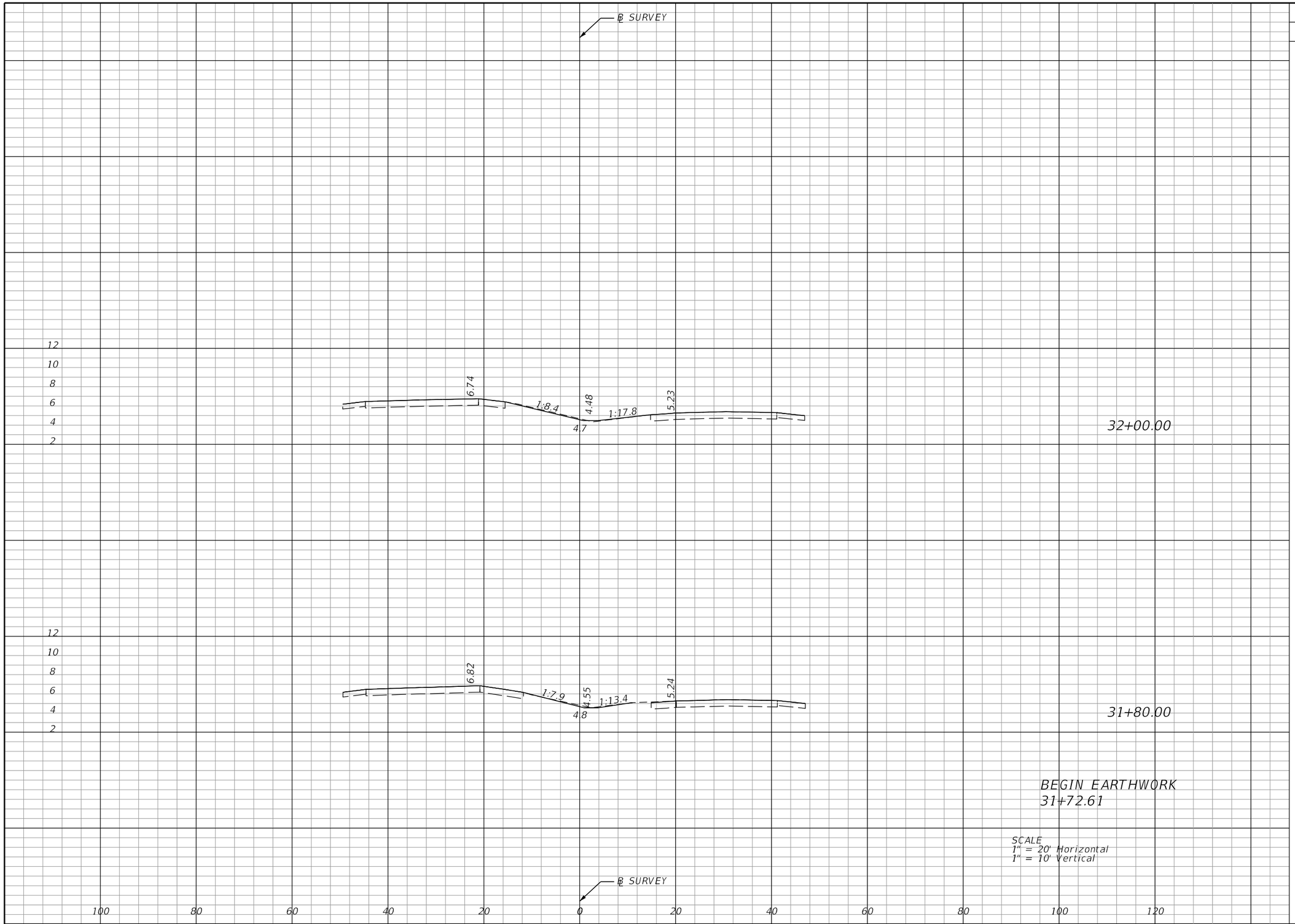
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

MISCELLANEOUS DETAIL SHEET

SHEET NO. 20

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Regular Exc.		Embankment	
A	V	A	V
4	3	0	0
3	0	0	0
0	0	0	0

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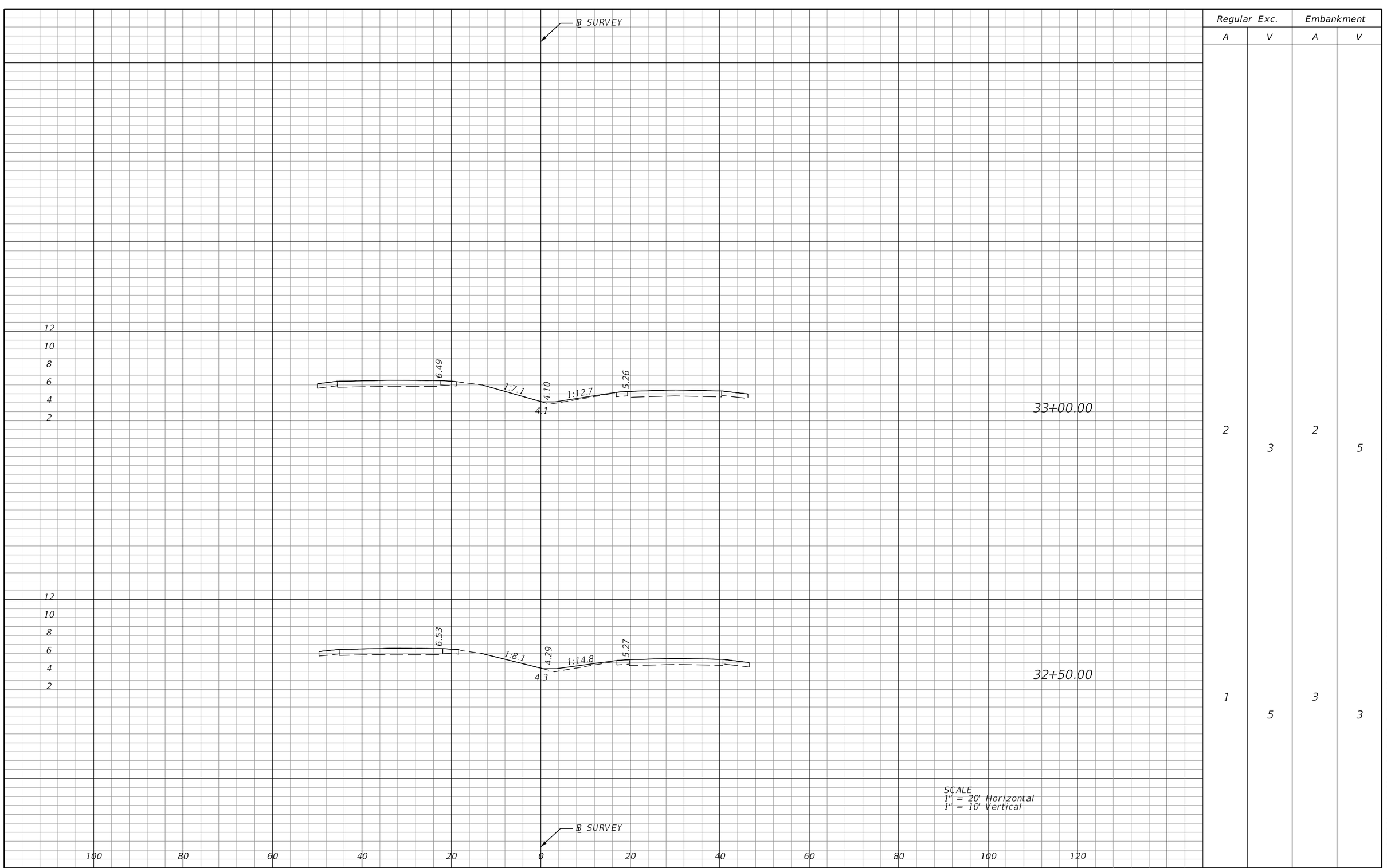
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SR 5	BREVARD	437937-1-52-01

CROSS SECTIONS

SHEET NO. 21



Regular Exc.		Embankment	
A	V	A	V
2	3	2	5
1	5	3	3

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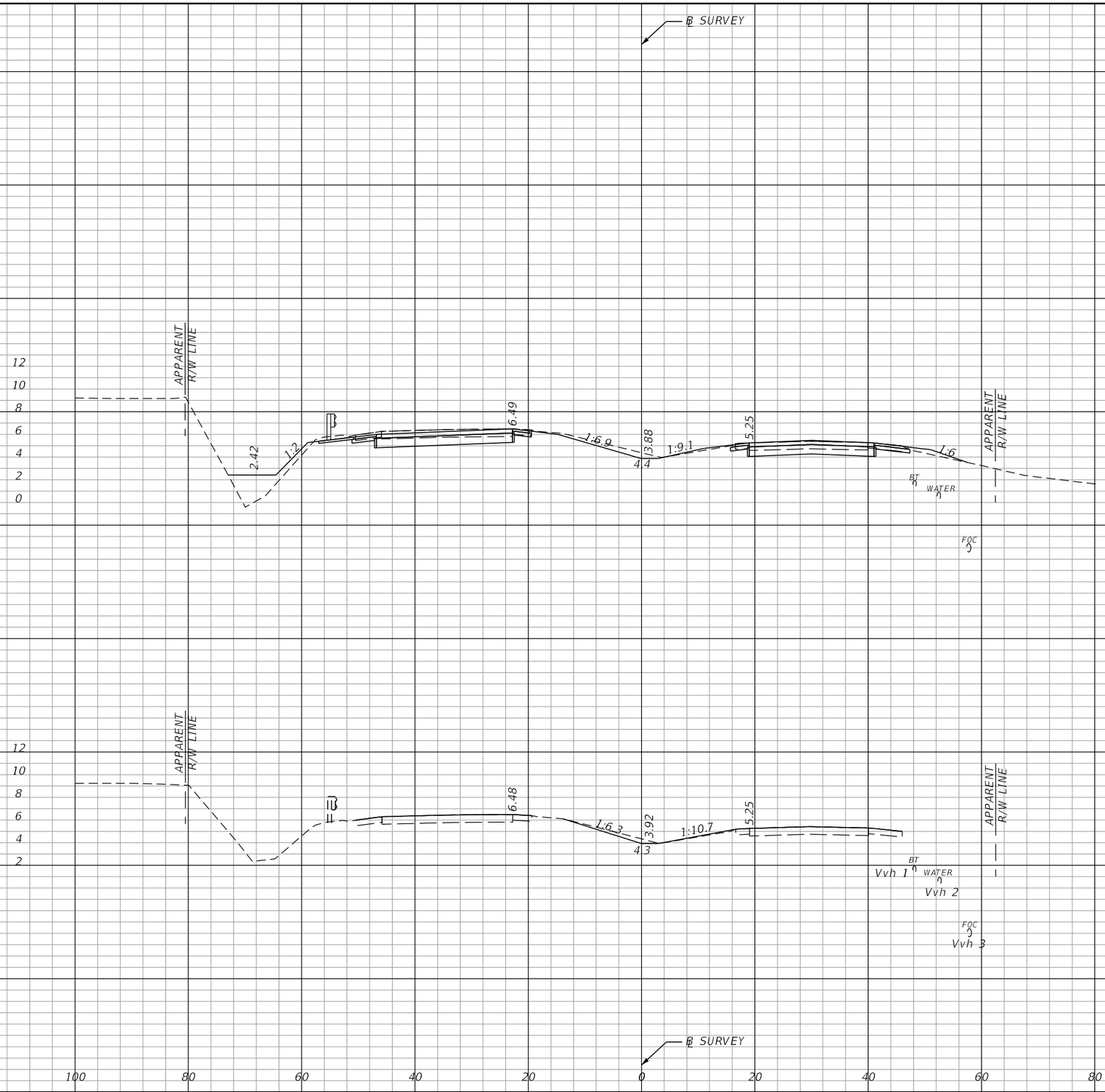
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SR 5	BREVARD	437937-1-52-01

CROSS SECTIONS

SHEET NO. 22



Regular Exc.		Embankment	
A	V	A	V
77	15	20	4
6	8	1	3

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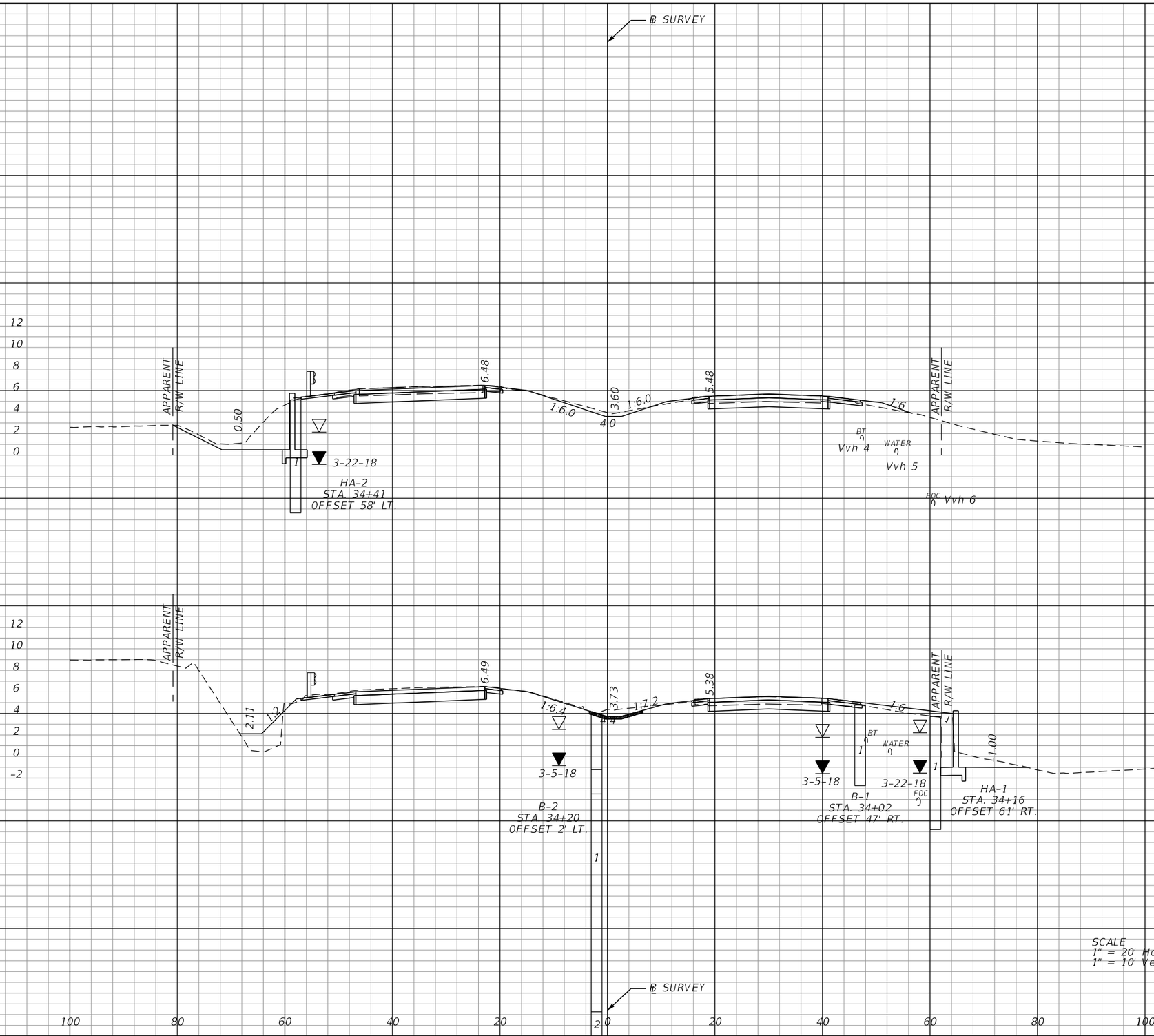
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CROSS SECTIONS

SHEET NO. 23



Regular Exc.		Embankment	
A	V	A	V
106	182	5	25
88	123	23	32

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REVISIONS

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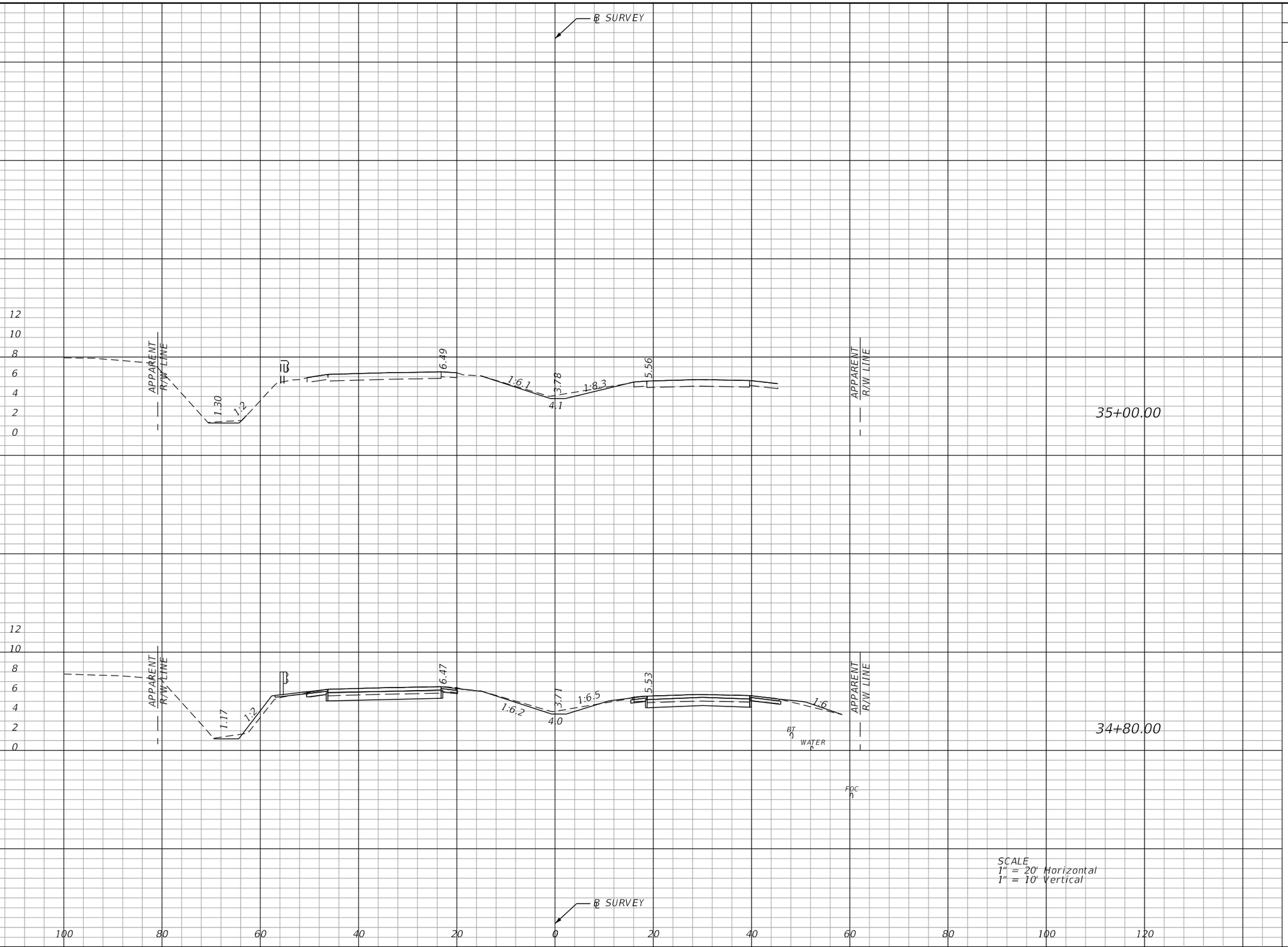
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CROSS SECTIONS

SHEET NO. 24



Regular Exc.		Embankment	
A	V	A	V
6	29	0	4
73	101	9	6

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REVISIONS			
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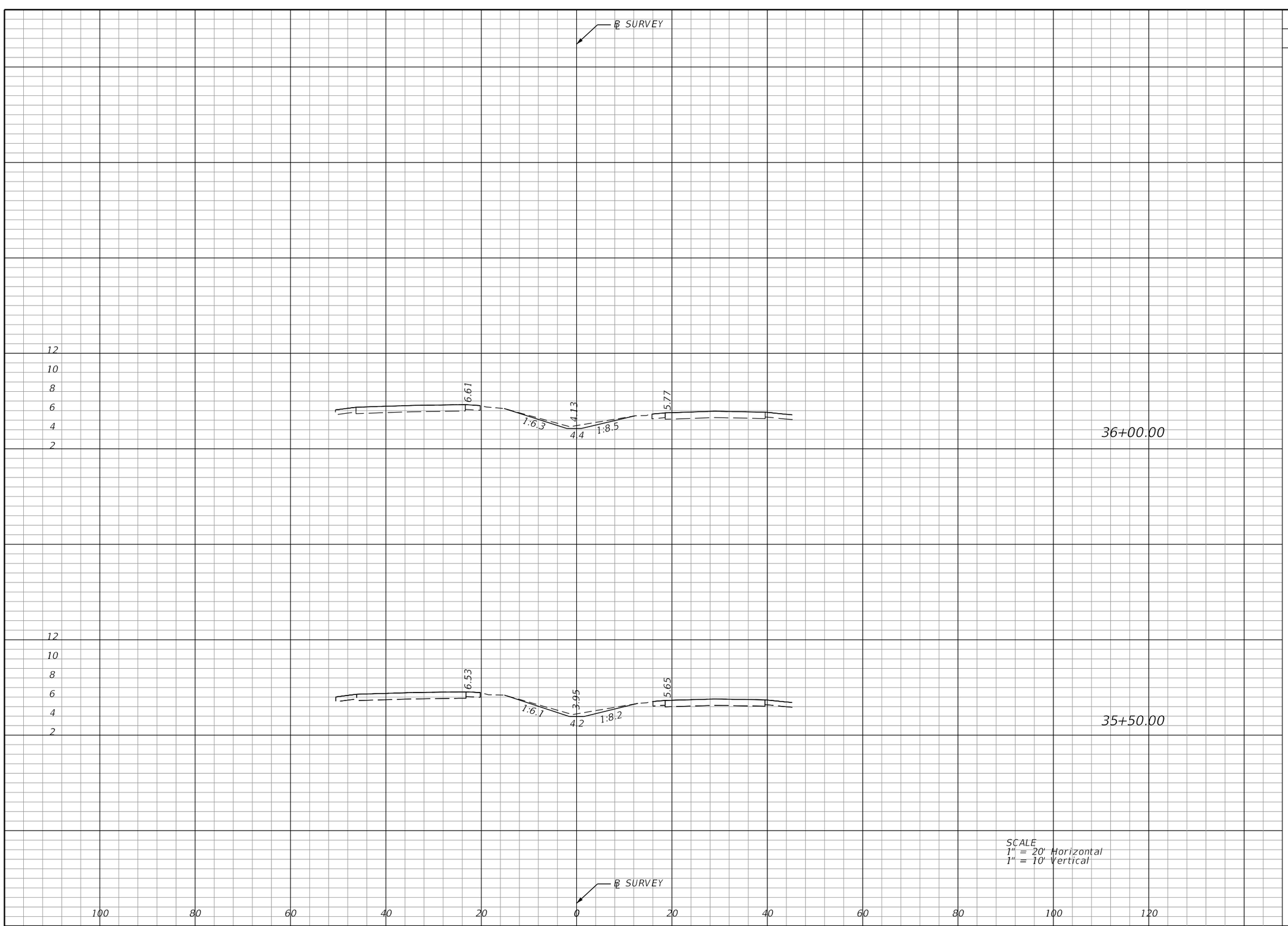
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SR 5	BREVARD	437937-1-52-01

CROSS SECTIONS

SHEET NO. 25



Regular Exc.		Embankment	
A	V	A	V
6	11	0	0
6	11	0	0

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REVISIONS			
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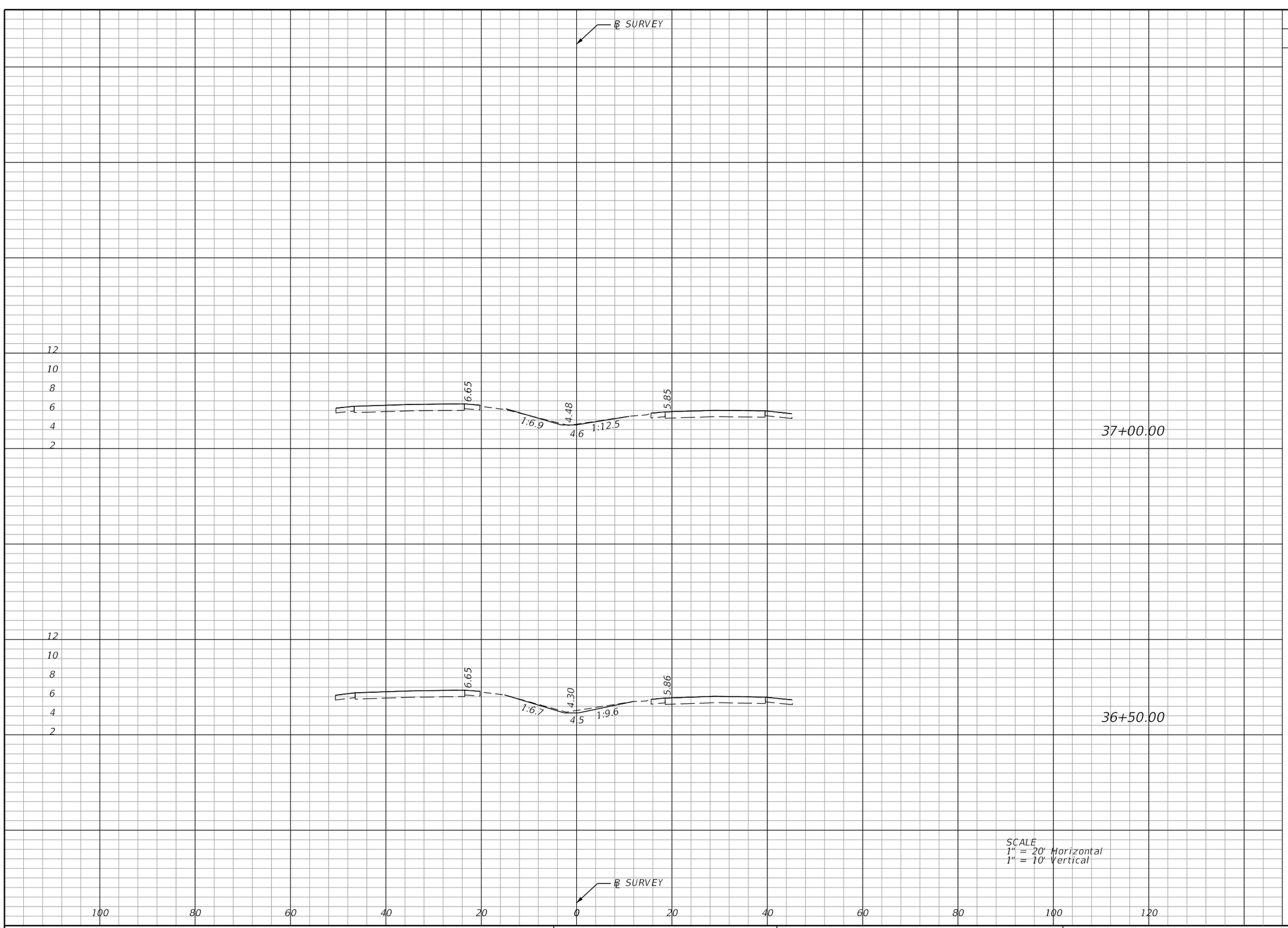
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SR 5	BREVARD	437937-1-52-01

CROSS SECTIONS

SHEET NO. 26



Regular Exc.		Embankment	
A	V	A	V
1	4	1	1
3	8	0	0

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

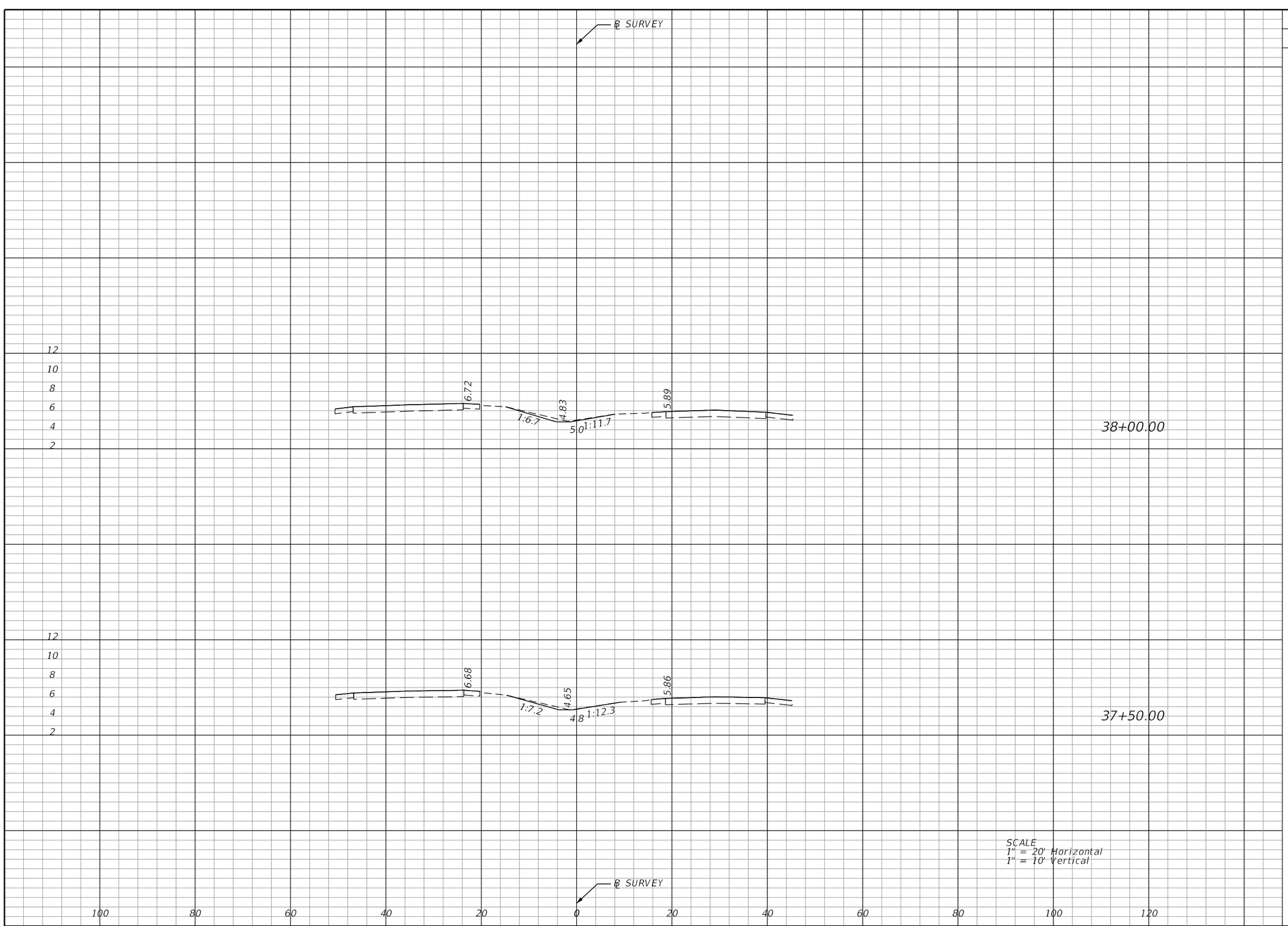
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SR 5	BREVARD	437937-1-52-01

CROSS SECTIONS

SHEET NO. 27



Regular Exc.		Embankment	
A	V	A	V
5	8	0	0
4	5	0	1

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REVISIONS			
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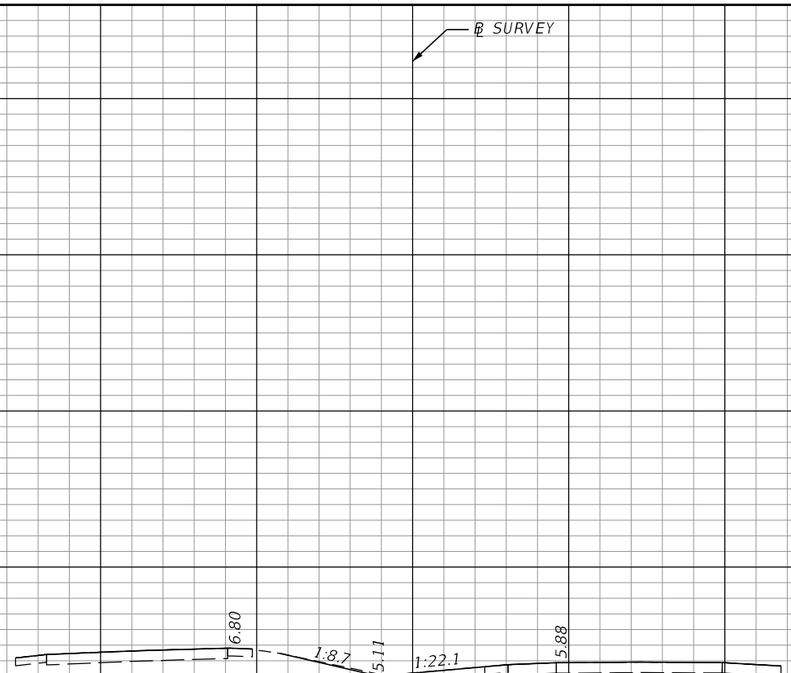
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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

CROSS SECTIONS

SHEET NO. 28



Regular Exc.		Embankment	
A	V	A	V
1	1	0	0
1	6	0	0

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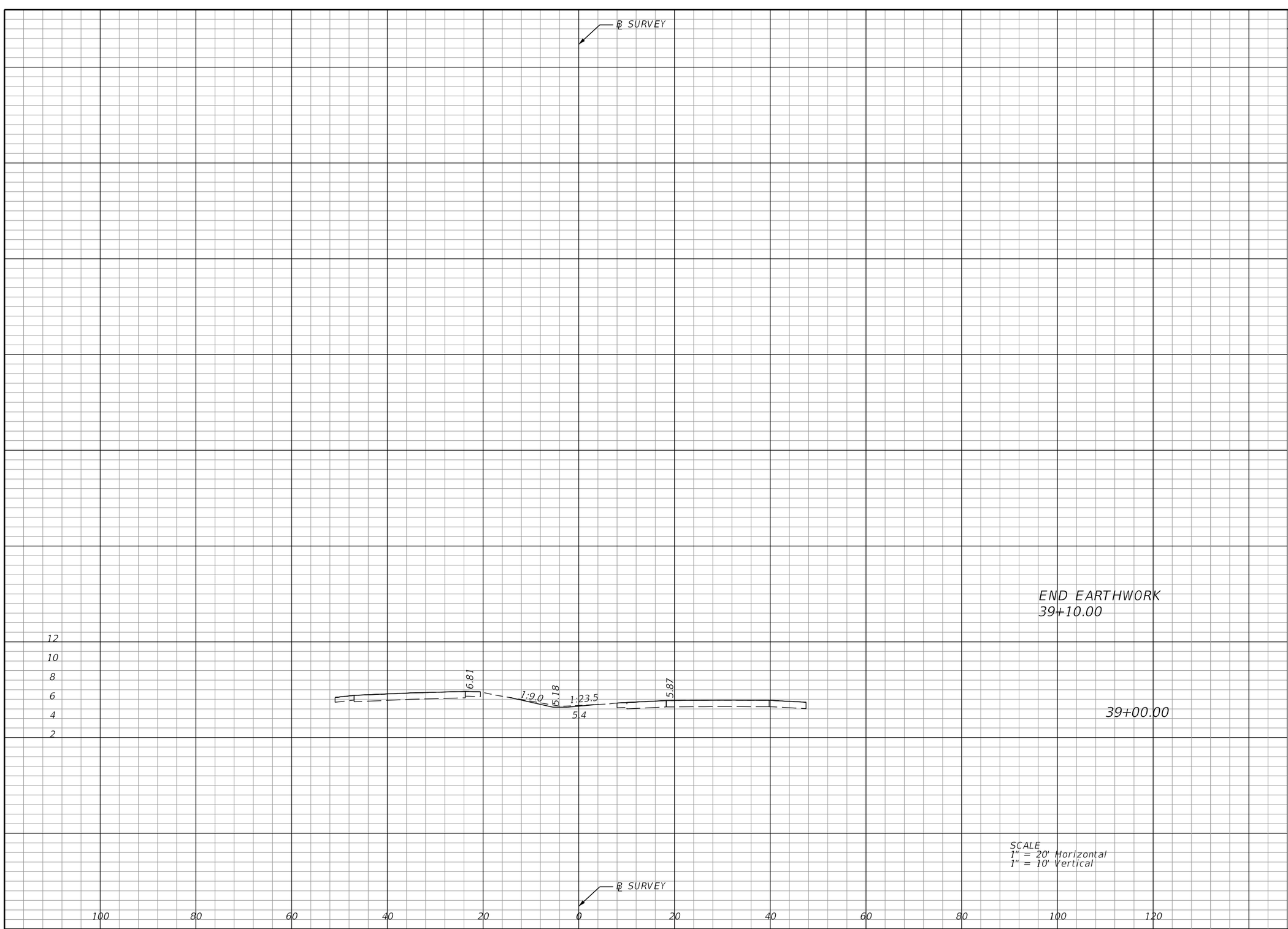
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CROSS SECTIONS

SHEET NO. 29



Regular Exc.		Embankment	
A	V	A	V
0	0	0	0
2	1	0	0

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CROSS SECTIONS

SHEET NO. 30

THE FOLLOWING NARRATIVE OF THE STORMWATER POLLUTION PREVENTION PLAN CONTAINS REFERENCES TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THE DESIGN STANDARDS, AND OTHER SHEETS OF THESE CONSTRUCTION PLANS. THE FIRST SHEET OF THE CONSTRUCTION PLANS (CALLED THE KEY SHEET) CONTAINS AN INDEX TO THE OTHER SHEETS. THE COMPLETE STORMWATER POLLUTION PREVENTION PLAN INCLUDES SEVERAL ITEMS: THIS NARRATIVE DESCRIPTION, THE DOCUMENTS REFERENCED IN THIS NARRATIVE, THE CONTRACTOR'S APPROVED EROSION CONTROL PLAN REQUIRED BY SPECIFICATION SECTION 104, AND REPORTS OF INSPECTIONS MADE DURING CONSTRUCTION.

1.0 SITE DESCRIPTION:

1.A. NATURE OF CONSTRUCTION ACTIVITY:

THE PROJECT IS THE REPLACEMENT AND REALIGNMENT OF THE SR 5 CONCRETE BOX CULVERT & SUBSEQUENT DRAINAGE FEATURES ALONG SR 5 (US 1). THIS INVOLVES CONSTRUCTING PAVEMENT SURFACE, STORM DRAIN SYSTEMS, A BOX CULVERT AND DITCH REGRADING. THE PROJECT EXTENDS FROM ERNEST SANDS ROAD TO FRIENDSHIP PLACE IN BREVARD COUNTY. APPROXIMATELY 0.73 MILES.

1.B. SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A DETAILED SEQUENCE OF CONSTRUCTION FOR ALL CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL FOLLOW THE SEQUENCE OF MAJOR ACTIVITIES DESCRIBED BELOW, UNLESS THE CONTRACTOR PROPOSES A DIFFERENT SEQUENCE THAT IS EQUAL OR BETTER AT CONTROLLING EROSION AND TRAPPING SEDIMENT AND IS APPROVED BY THE ENGINEER.

FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

CONSTRUCTION PHASING IS DETAILED IN THE CONSTRUCTION PLANS.

1.C. AREA ESTIMATES:

TOTAL SITE AREA: 12.69 ACRES
TOTAL AREA TO BE DISTURBED: 8.95 ACRES

1.D. RUNOFF DATA:

RUNOFF COEFFIECIENTS:

BEFORE: 0.85
DURING: 0.85
AFTER: 0.85

SOILS DATA: THE RESULTS OF THE SOIL BORINGS ALONG THE ROADWAY ARE SHOWN IN THE ROADWAY CROSS SECTIONS SHEET(S). THE NUMBERS FOR THESE ARE IDENTIFIED ON THE CROSS SECTION SHEETS OF THESE CONSTRUCTION PLANS.

OUTFALL INFORMATION:

THERE IS ONE ULTIMATE OUTFALL, THE INDIAN RIVER

#1 DESCRIPTION:

LOCATION: LATITIUDE 28° 14' 09.96" N, LONGITUDE, 80° 40' 33.10" W.
EST. DRAINAGE AREA SIZE: UNKNOWN
RECEIVING WATER NAME: INDIAN RIVER LAGOON

1.E. SITE MAP:

THE CONSTRUCTION PLANS ARE BEING USED AS THE SITE MAPS. THE LOCATION OF THE REQUIRED INFORMATION IS DESCRIBED BELOW. THE SHEET NUMBERS FOR THE PLAN SHEETS REFERENCED ARE IDENTIFIED ON THE KEY SHEET OF THESE CONSTRUCTION PLANS.

* DRAINAGE PATTERNS: THE DRAINAGE BASIN DIVIDES AND FLOW DIRECTIONS ARE SHOWN ON THE DRAINAGE MAPS AND EROSION AND SEDIMENT CONTROL SHEETS.

*APPROXIMATE SLOPES: THE SLOPES OF THE SITE CAN BE SEEN IN THE CROSS SECTION SHEETS.

*AREAS OF SOIL DISTURBANCE: THE AREAS TO BE DISTURBED ARE INDICATED ON THE PLAN-PROFILE SHEETS AND THE CROSS SECTION SHEETS, ANY AREAS WHERE PERMANENT FEATURES ARE SHOWN TO BE CONSTRUCTED ABOVE OR BELOW GROUND WILL BE DISTURBED.

*LOCATIONS OF TEMPORARY CONTROLS: THESE ARE SHOWN ON THE ROADWAY PLAN SHEETS. .

* LOCATIONS OF PERMANENT CONTROLS: THE CULVERT, STORM DRAIN SYSTEM AND DITCHES ARE THE PRIMARY PERMANENT STORMWATER MANAGEMENT CONTROLS. THESE ARE SHOWN ON PLAN VIEW AND DRAINAGE STRUCTURE SHEETS.

* AREAS TO BE STABILIZED: TEMPORARY STABILIZATION PRACTICES ARE SHOWN IN THE SAME LOCATION AS THE TEMPORARY CONTROLS MENTIONED ABOVE. PERMANENT STABILIZATION IS SHOWN ON THE TYPICAL SECTION SHEETS AND THE ROADWAY PLAN SHEETS.

* SURFACE WATERS: THE PROJECT OUTFALLS TO THE INDIAN RIVER AT STATION 34+05.54.

1.F. RECEIVING WATERS:

SEE ITEM 1.D. FOR THE OUTFALL LOCATIONS AND RECEIVING WATER NAMES.

2.0 CONTROLS:

2.A. EROSION AND SEDIMENT CONTROLS:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STABILIZATION AND STRUCTURAL PRACTICES BASED ON THE CONTRACTOR'S PROPOSED TEMPORARY TRAFFIC CONTROL (TTC) PLAN. THE FOLLOWING RECOMMENDED GUIDELINES ARE BASED ON THE TEMPORARY TRAFFIC CONTROL PLAN OUTLINED IN THE CONSTRUCTION PLANS. WHERE FOLLOWING THE TEMPORARY TRAFFIC CONTROL PLAN OUTLINED IN THESE CONSTRUCTION PLANS, THE CONTRACTOR MAY CHOSE TO ACCEPT THE FOLLOWING GUIDELINES OR MODIFY THEM IN THE SEDIMENT AND EROSION CONTROL PLAN, SUBJECT TO APPROVAL BY THE ENGINEER. AS WORK PROGRESSES, THE CONTRACTOR SHALL MODIFY THE PLAN TO ADAPT TO SEASONAL VARIATION, CHANGES IN CONSTRUCTION ACTIVITIES, AND THE NEED FOR BETTER PRACTICES.

FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

2.A.1 STABILIZATION PRACTICES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE STABILIZATION PRACTICES PROPOSED TO CONTROL EROSION. THE CONTRACTOR SHALL INITIATE ALL STABILIZATION MEASURES AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS, IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. THE STABILIZATION PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

TEMPORARY:

* ARTIFICIAL COVERINGS IN ACCORDANCE WITH SPECIFICATION SECTION 104.

* TURF AND SOD IN ACCORDANCE WITH SPECIFICATION SECTION 104.

PERMANENT:

* ASPHALT OR CONCRETE SURFACE.

* SOD IN ACCORDANCE WITH SPECIFICATION SECTION 570.

2.A.2 STRUCTURAL PRACTICES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STRUCTURAL PRACTICES TO CONTROL OR TRAP SEDIMENT AND OTHERWISE PREVENT THE DISCHARGE OF POLLUTANTS FROM EXPOSED AREAS OF THE SITE. SEDIMENT CONTROLS SHALL BE IN PLACE BEFORE DISTURBING SOIL UPSTREAM OF THE CONTROL. THE STRUCTURAL PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

TEMPORARY:

* SEDIMENT BARRIERS IN ACCORDANCE WITH SPECIFICATION SECTION 104.

* INLET PROTECTION IN ACCORDANCE WITH THE LOCATIONS SHOWN IN THE ROADWAY PLAN SHEETS.

PERMANENT:

* STORMWATER SWALES AND STORMSEWER SYSTEMS.

* SOD.

2.B STORMWATER MANAGEMENT:

SEVERAL STORM DRAIN SYSTEMS WILL BE CONSTRUCTED TO CONVEY RUNOFF TO EXISTING STORMSEWER SYSTEMS. THE FACILITIES HAVE BEEN PERMITTED BY THE ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT AND COMPLY WITH APPLICABLE DESIGN STANDARDS.

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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

STORMWATER POLLUTION PREVENTION PLAN

SHEET NO. 31

2.C OTHER CONTROLS:

2.C.1 WASTE DISPOSAL:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS TO PREVENT THE DISCHARGE OF SOLID MATERIALS, INCLUDING BUILDING MATERIALS, TO WATERS OF THE UNITED STATES. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

* PROVIDING LITTER CONTROL AND COLLECTION WITHIN THE PROJECT DURING CONSTRUCTION ACTIVITIES.

* DISPOSING OF ALL FERTILIZER OR OTHER CHEMICAL CONTAINERS ACCORDING TO EPA'S STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER.

* DISPOSING OF SOLID MATERIALS INCLUDING BUILDING AND CONSTRUCTION MATERIALS OFF THE PROJECT SITE BUT NOT IN SURFACE WATERS, OR WETLANDS.

2.C.2 OFF-SITE VEHICLE TRACKING & DUST CONTROL:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS FOR MINIMIZING OFFSITE VEHICLE TRACKING OF SEDIMENTS AND GENERATING DUST. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

* COVERING LOADED HAUL TRUCKS WITH TARPAULINS.

* REMOVING EXCESS DIRT FROM ROADS DAILY.

* STABILIZING CONSTRUCTION ENTRANCES.

* USING ROADWAY SWEEPERS DURING DUST GENERATING ACTIVITIES SUCH AS EXCAVATION AND MILLING OPERATIONS.

2.C.3 STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, SANITARY SEWER, OR SEPTIC TANK REGULATIONS:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED PROCEDURES TO COMPLY WITH APPLICABLE STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, AND SANITARY SEWER OR SEPTIC SYSTEMS.

2.C.4 FERTILIZERS AND PESTICIDES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROCEDURES FOR APPLYING FERTILIZERS AND PESTICIDES. THE PROPOSED PROCEDURES SHALL COMPLY WITH APPLICABLE SUBSECTIONS OF SECTION 570 OF THE SPECIFICATIONS.

2.C.5 TOXIC SUBSTANCES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A LIST OF TOXIC SUBSTANCES THAT ARE LIKELY TO BE USED ON THE JOB AND PROVIDE A PLAN ADDRESSING THE GENERATION, APPLICATION, MIGRATION, STORAGE, AND DISPOSAL OF THESE SUBSTANCES.

2.D.4 APPROVED STATE AND LOCAL PLANS AND PERMITS:

* ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT

3.0 MAINTENANCE:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A PLAN FOR MAINTAINING ALL EROSION AND SEDIMENT CONTROLS THROUGHOUT CONSTRUCTION. THE MAINTENANCE PLAN SHALL AT A MINIMUM, COMPLY WITH THE FOLLOWING:

* SILT FENCE: MAINTAIN PER SECTION 104. THE CONTRACTOR SHOULD ANTICIPATE REPLACING SILT FENCE ON 12 MONTH INTERVALS.

* SEDIMENT BARRIERS: REMOVE SEDIMENT AS PER MANUFACTURER'S RECOMMENDATIONS OR WHEN WATER PONDS IN UNACCEPTABLE AMOUNTS OR AREAS.

4.0 INSPECTIONS:

QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING ITEMS AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER. TO COMPLY, THE CONTRACTOR SHALL INSTALL AND MAINTAIN RAIN GAUGES AND RECORD THE DAILY RAINFALL. WHERE SITES HAVE BEEN PERMANENTLY STABILIZED, INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH. THE CONTRACTOR SHALL ALSO INSPECT THAT CONTROLS INSTALLED IN THE FIELD AGREE WITH THE LATEST STORMWATER POLLUTION PREVENTION PLAN.

* POINTS OF DISCHARGE TO WATERS OF THE UNITED STATES.

* POINTS OF DISCHARGE TO MUNICIPAL SEPARATE STORM DRAIN SYSTEMS.

* DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED.

* AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION.

* STRUCTURAL CONTROLS.

* STORMWATER MANAGEMENT SYSTEMS.

* LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE.

THE CONTRACTOR SHALL INITIATE REPAIRS WITHIN 24 HOURS OF INSPECTIONS THAT INDICATE ITEMS ARE NOT IN GOOD WORKING ORDER.

IF INSPECTIONS INDICATE THAT THE INSTALLED STABILIZATION AND STRUCTURAL PRACTICES ARE NOT SUFFICIENT TO MINIMIZE EROSION, RETAIN SEDIMENT, AND PREVENT DISCHARGING POLLUTANTS, THE CONTRACTOR SHALL PROVIDE ADDITIONAL MEASURES, AS APPROVED BY THE ENGINEER.

5.0 NON-STORMWATER DISCHARGES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL IDENTIFY ALL ANTICIPATED NON-STORMWATER DISCHARGES (EXCEPT FLOWS FROM FIRE FIGHTING ACTIVITIES). THE CONTRACTOR SHALL DESCRIBE THE PROPOSED MEASURES TO PREVENT POLLUTION OF THESE NON-STORMWATER DISCHARGES. IF THE CONTRACTOR ENCOUNTERS CONTAMINATED SOIL OR GROUNDWATER, CONTACT THE DISTRICT HAZARDOUS MATERIALS COORDINATOR, AT (386) 943-5000.

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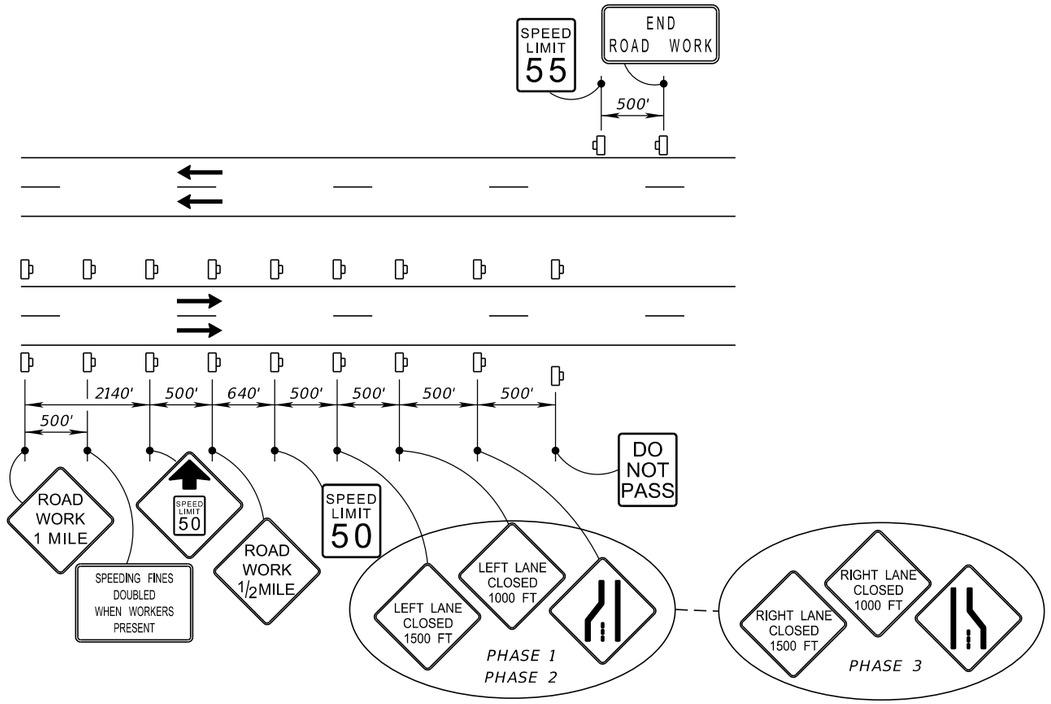
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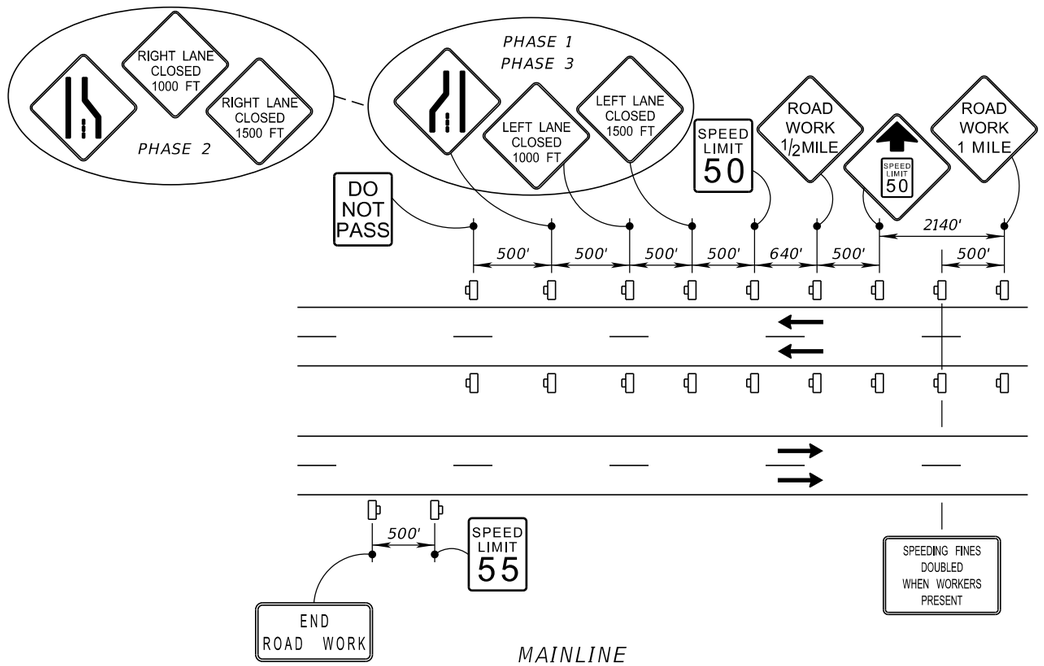
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STORMWATER POLLUTION PREVENTION PLAN

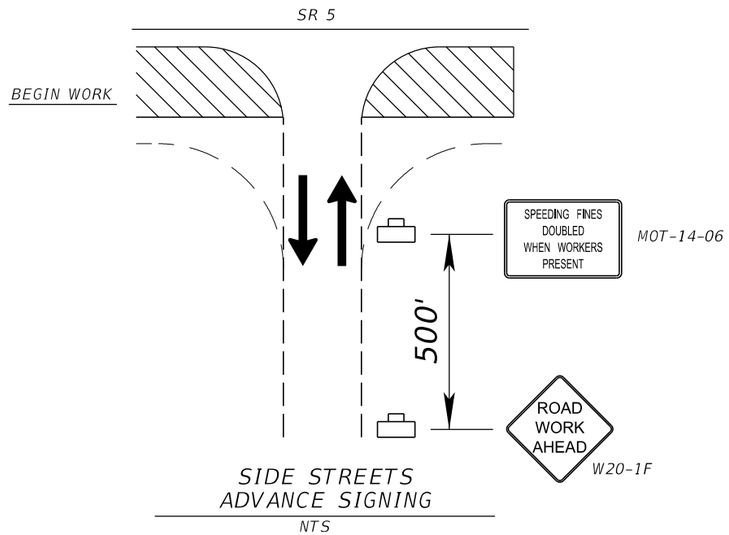
SHEET NO. 32



MAINLINE
ADVANCE SIGNING
BEGIN PROJECT NTS



MAINLINE
ADVANCE SIGNING
END PROJECT NTS



SIDE STREETS
ADVANCE SIGNING
NTS

ADVANCED WARNING
SIGN DETAILS

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TEMPORARY TRAFFIC
CONTROL PLAN

SHEET NO. 33

PHASE 1
1. INSTALL ADVANCE WARNING SIGNS PER DETAILS
2. CLOSE INSIDE NORTHBOUND AND SOUTHBOUND LANES PER PHASE 1 TYPICAL SECTION
3. CONSTRUCT TEMPORARY PAVEMENT AND TEMPORARY OVERLAY IN THE MEDIAN ADJACENT TO NORTHBOUND INSIDE LANE FOR CROSSOVER DIVERSION PER PHASE 1 PLANS

PHASE 2
1. DIVERT SOUTHBOUND TRAFFIC THROUGH CROSSOVER DIVERSION ONTO NEWLY CONSTRUCTED TEMPORARY PAVEMENT PER PHASE 2 PLANS
2. CONSTRUCT BOTH BARRELS OF THE BOX CULVERT FROM THE WEST HEADWALL TO THE MEDIAN INLET
3. RECONSTRUCT SOUTHTHBOUND LANES DISTURBED BY CULVERT CONSTRUCTION INCLUDING GUARDRAIL REPLACEMENT
4. CONSTRUCT TEMPORARY PAVEMENT AND TEMPORARY OVERLAY IN THE MEDIAN ADJACENT TO THE SOUTHBOUND LANES

PHASE 3A
1. MAINTAIN ONE LANE OF TRAFFIC IN EACH DIRECTION PER PHASE 3A TYPICAL SECTION
2. CONSTRUCT TEMPORARY PAVEMENT IN THE MEDIAN ADJACENT TO THE INSIDE NORTHBOUND LANE FOR CROSSOVER DIVERSION

PHASE 3B
1. DIVERT NORTHBOUND TRAFFIC THROUGH CROSSOVER DIVERSION ONTO PREVIOUSLY CONSTRUCTED TEMPORARY PAVEMENT PER PHASE 3B PLANS
2. FINISH CONSTRUCTION OF THE NORTHERN BARREL ONLY AND DIVERT FLOW FROM THE EXISTING CULVERT TO THE NORTHERN BARREL
3. REMOVE A PORTION OF THE EXISTING BOX CULVERT UNDER THE NORTHBOUND ROADWAY
4. FINISH CONSTRUCTION OF THE SOUTHERN BOX CULVERT AND ESTABLISH FLOW IN BOTH BARRELS
5. PLUG AND FILL REMAINING SECTION OF EXISTING BOX CULVERT AND PERFORM FINAL DITCH GRADING
6. RECONSTRUCT NORTHBOUND LANES DISTURBED BY CULVERT CONSTRUCTION

PHASE 4A
1. MAINTAIN ONE LANE OF TRAFFIC IN EACH DIRECTION PER PHASE 4A TYPICAL SECTION
2. REMOVE ALL TEMPORARY PAVEMENT IN THE MEDIAN.
3. REGRADE MEDIAN DITCH AND RESTORE EXISTING MEDIAN OPENINGS TO PREVIOUS CONDITION

PHASE 4B (NOT SHOWN IN PLANS)
1. MILL AND RESURFACE ROADWAY USING STANDARD PLANS INDEX 102-613 IN PREPARATION FOR NEW PAVEMENT MARKINGS

PHASE NOTES

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TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 34

TEMPORARY TRAFFIC CONTROL NOTES

1. PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS) SHALL BE INSTALLED 7 DAYS PRIOR TO LANE CLOSURES. ADDITIONAL PCMS ARE REQUIRED FOR LIGHTED WORK ZONE. MESSAGES SHALL BE DISPLAYED AS SHOWN OR AS DIRECTED BY THE ENGINEER.
2. REDUCE REGULATORY AND POSTED SPEED TO 50 MPH DURING CONSTRUSTION.
3. STATIONING ON TEMPORARY TRAFFIC CONTROL PLANS IS BASED ON ℄ SURVEY US 1 UNLESS NOTED OTHERWISE.

PORTABLE CHANGEABLE (VARIABLE) MESSAGE SIGN (PCMS) DISPLAY

*INFORMATION IN () TO BE ADDED PER CONSTRUCTION SCHEDULE.

A	B
LANE CLOSURE AHEAD	EXPECT DELAYS

TO BE PLACED ON NB SR5 PRIOR TO SUNTREE BLVD. LEFT TURN LANE.

7 DAYS PRIOR TO WORK

A	B
EXPECT LANE CLOSURE	TO BEGIN *(DAY) *(DATE)

A	B
LANE CLOSURE AHEAD	EXPECT DELAYS

TO BE PLACED ON SB SR5 PRIOR TO VIERA BLVD. RIGHT TURN LANE.

DURING WORK

A	B
LANE CLOSURE AHEAD	*(BEG DATE) TO *(END DATE)

A	B
LIGHTED WORK ZONE	USE CAUTION

WHEN LIGHTS ARE USED

GENERAL NOTES

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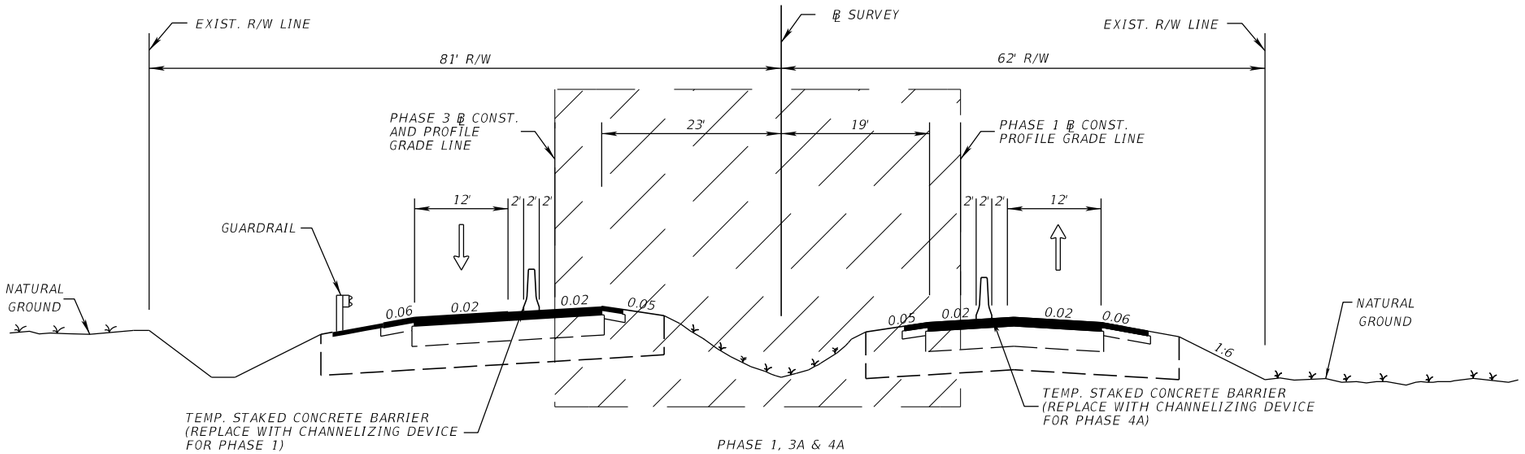
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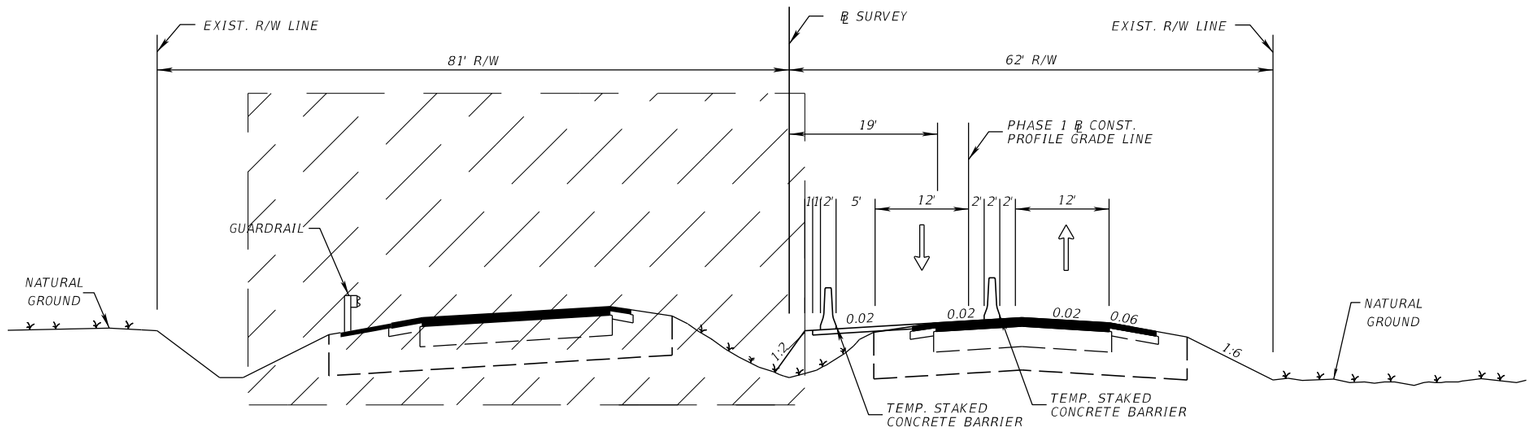
TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 35

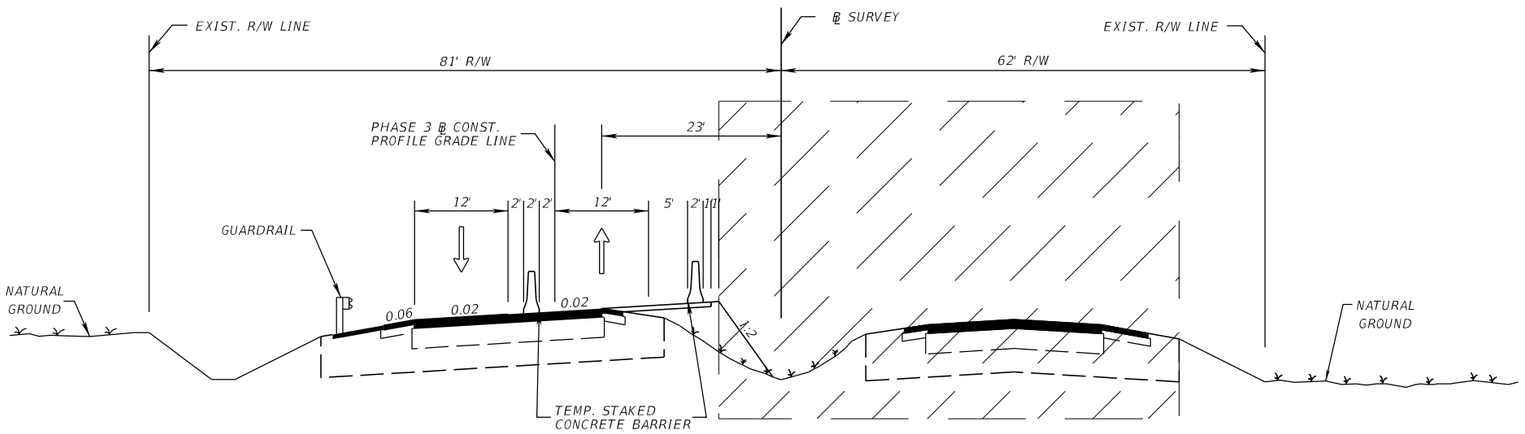
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PHASE 1, 3A & 4A



PHASE 2



PHASE 3B

LEGEND

WORK ZONE

LANE DIRECTION ARROW

CHANNELIZING DEVICE

PHASE TYPICAL SECTIONS

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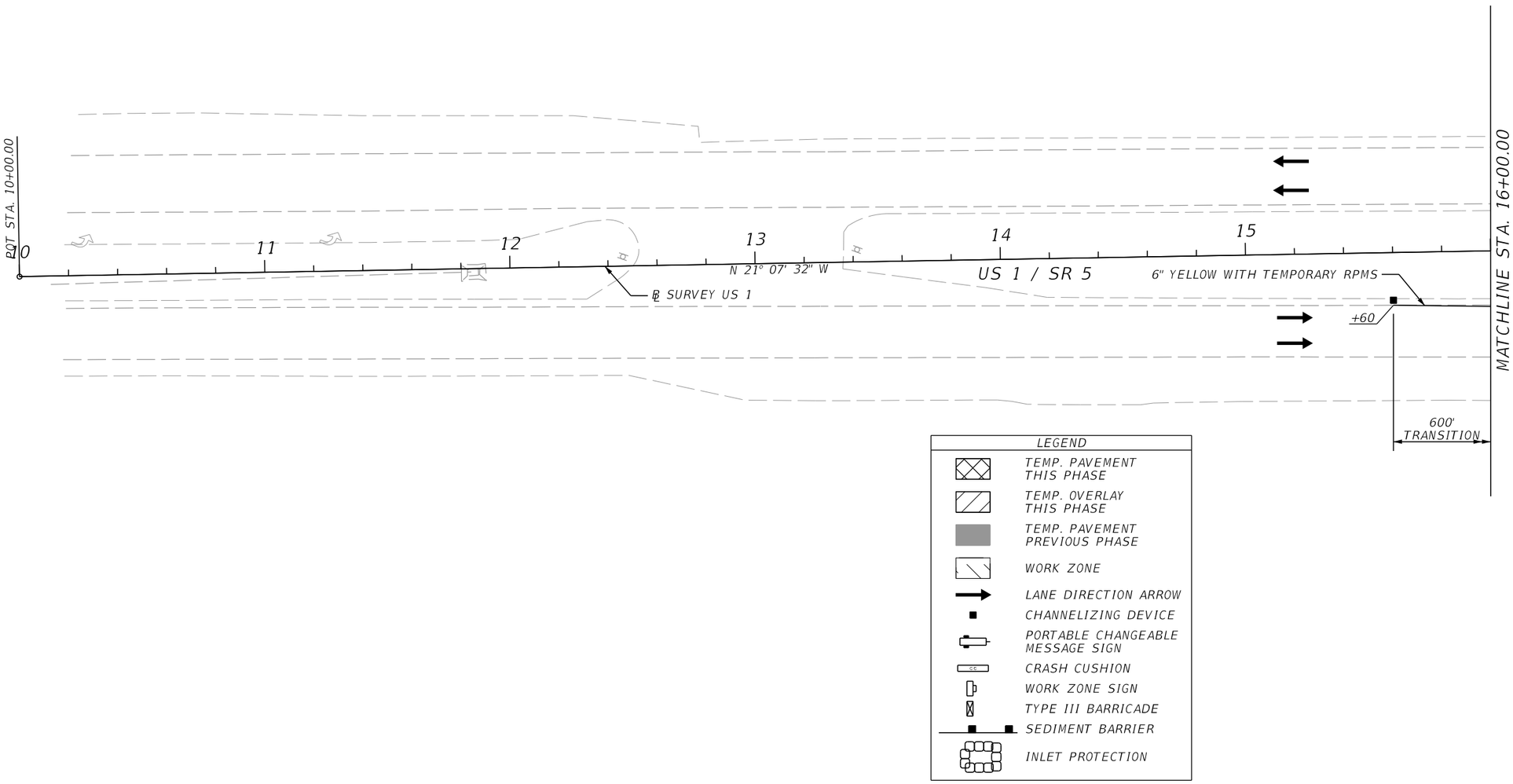
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TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 36



PHASE 1

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REVISIONS			
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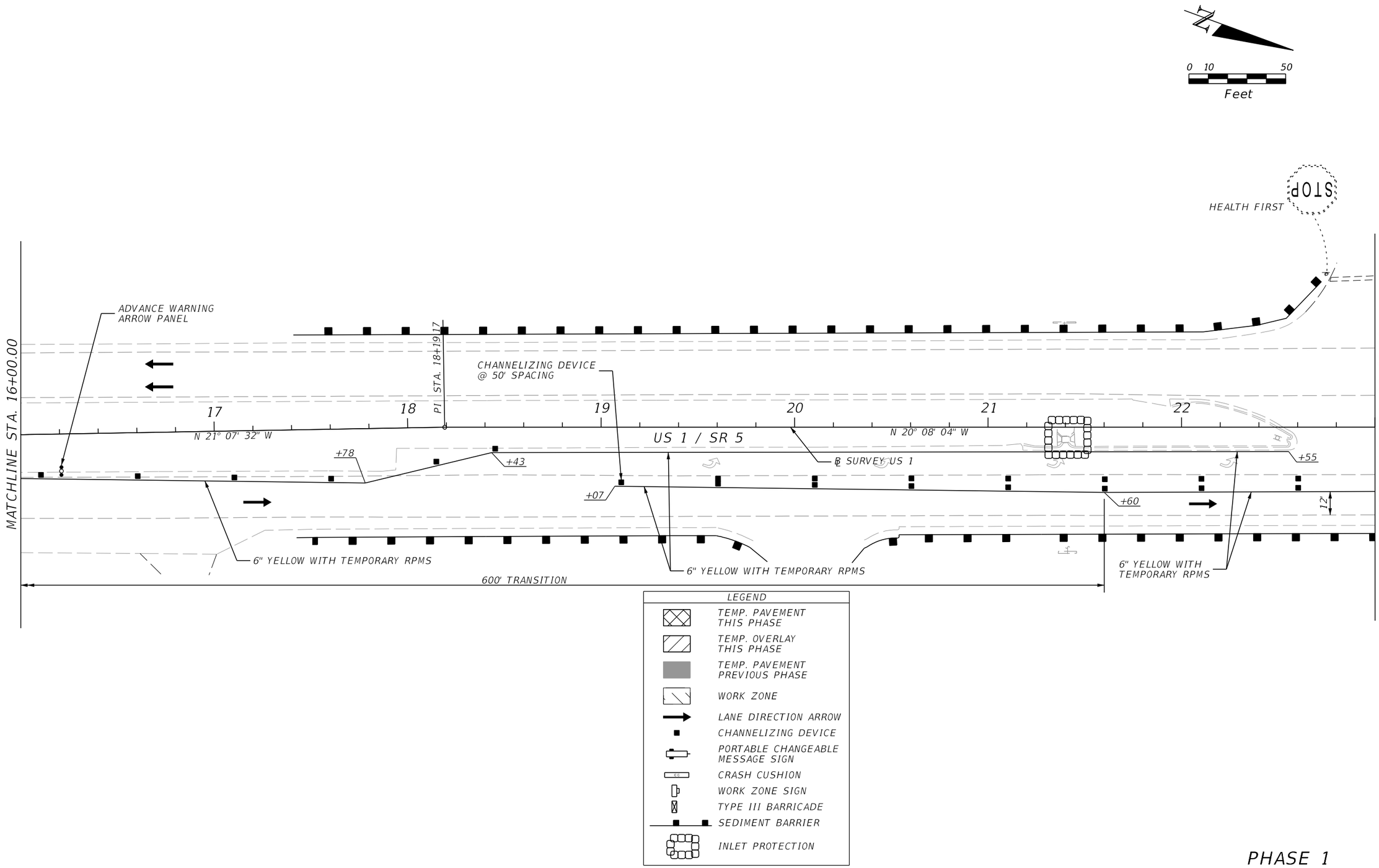
MICHAEL HERON, P.E. 56182
STV INCORPORATED
111 NORTH ORANGE AVENUE, SUITE 1450
ORLANDO, FL 32801
(321) 418-6604
CERTIFICATE OF AUTHORIZATION NO. 390

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 37



PHASE 1

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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CERTIFICATE OF AUTHORIZATION NO. 390

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 38

T-1
STA 25+13.94 (2.03' LT)
TEMP DBI TYPE E
GR. EL. 4.70
FL 2.10

S-1
CONSTRUCT STRUCTURE BOTTOM
SEE DRAINAGE STRUCTURES SHEET
PLACE TEMP. SLAB TOP DURING MOT

0 10 50
Feet

ERNEST SANDS RD.

BREVARD LAWNS

EZGO GOLF CART CENTER

BUSINESS ENTRANCE

DETOUR 1

STOP

ROAD CLOSED

END DETOUR

BEGIN PHASE 1 ℄ CONST.
STA. 24+31.10, 29.14' LT

POT STA. 99+50.00

CHANNELIZING DEVICE
@ 50' SPACING

CURVE PH1BL-1

APPARENT R/W

24" WHITE

6" YELLOW WITH
TEMPORARY RPMS

PHASE 1 ℄ CONST.

PI STA. 26+39.91

N 20° 13' 01" W

N 20° 08' 04" W

PC STA. 100+00.00

396 LF OF 19X30" ERCP

US 1 / SR 5

℄ SURVEY US 1

N 19° 56' 24" W

N 17° 26' 47" W

PRC STA. 102+20.28

PT STA. 103+74.68

TEMP. ANCHORED
CONCRETE BARRIER

MATCHLINE STA. 23+00.00

MATCHLINE STA. 30+00.00

+12 +58 +03 +20 +60

12'

100 101 102 24 25 26 27 28 103 29 104 105

T-1 S-1

6" YELLOW WITH
TEMPORARY RPMS

CHANNELIZING DEVICE
@ 50' SPACING

APPARENT R/W

CURVE PH1BL-2

FRIENDSHIP PLACE

ERNEST SANDS ROAD

DETOUR

RESIDENTIAL RESIDENTIAL RESIDENTIAL

LEGEND

- TEMP. PAVEMENT THIS PHASE
- TEMP. OVERLAY THIS PHASE
- TEMP. PAVEMENT PREVIOUS PHASE
- WORK ZONE
- LANE DIRECTION ARROW
- CHANNELIZING DEVICE
- PORTABLE CHANGEABLE MESSAGE SIGN
- CRASH CUSHION
- WORK ZONE SIGN
- TYPE III BARRICADE
- SEDIMENT BARRIER
- INLET PROTECTION

CURVE DATA PH1BL-1
PI STA. = 101+10.37
Δ = 9° 04' 48" (RT)
D = 4° 07' 19"
T = 110.37
L = 220.28
R = 1,390.00
PC STA. = 100+00.00
PT STA. = 102+20.28

CURVE DATA PH1BL-2
PI STA. = 102+97.56
Δ = 6° 18' 35" (LT)
D = 4° 05' 12"
T = 77.28
L = 154.39
R = 1,402.00
PC STA. = 102+20.28
PT STA. = 103+74.68

PHASE 1

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REVISIONS			
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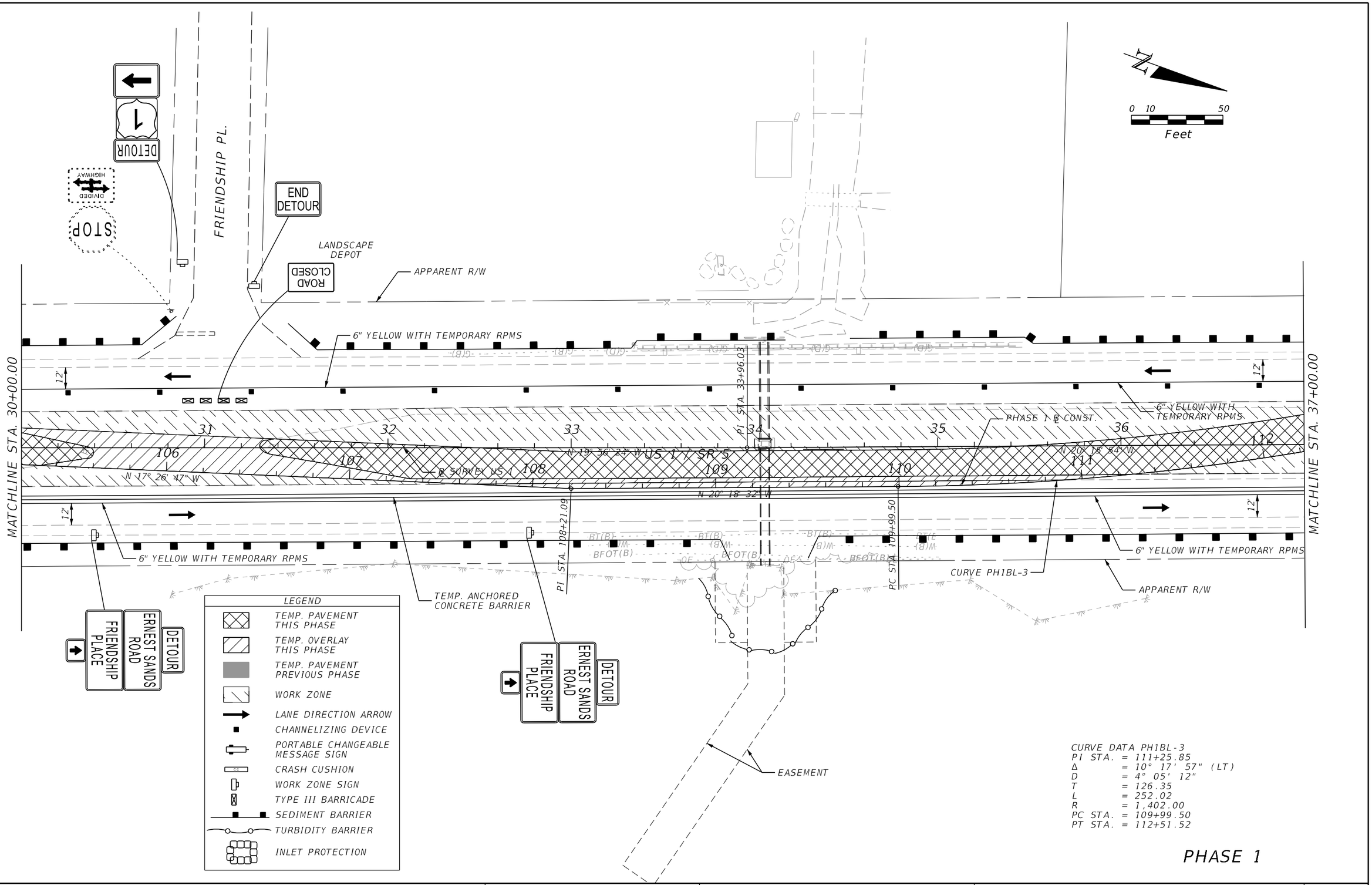
MICHAEL HERON, P.E. 56182
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CERTIFICATE OF AUTHORIZATION NO. 390

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 39



LEGEND

- TEMP. PAVEMENT THIS PHASE
- TEMP. OVERLAY THIS PHASE
- TEMP. PAVEMENT PREVIOUS PHASE
- WORK ZONE
- LANE DIRECTION ARROW
- CHANNELIZING DEVICE
- PORTABLE CHANGEABLE MESSAGE SIGN
- CRASH CUSHION
- WORK ZONE SIGN
- TYPE III BARRICADE
- SEDIMENT BARRIER
- TURBIDITY BARRIER
- INLET PROTECTION

CURVE DATA PH1BL-3
PI STA. = 111+25.85
Δ = 10° 17' 57" (LT)
D = 4° 05' 12"
T = 126.35
L = 252.02
R = 1,402.00
PC STA. = 109+99.50
PT STA. = 112+51.52

PHASE 1

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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STV INCORPORATED
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CERTIFICATE OF AUTHORIZATION NO. 390

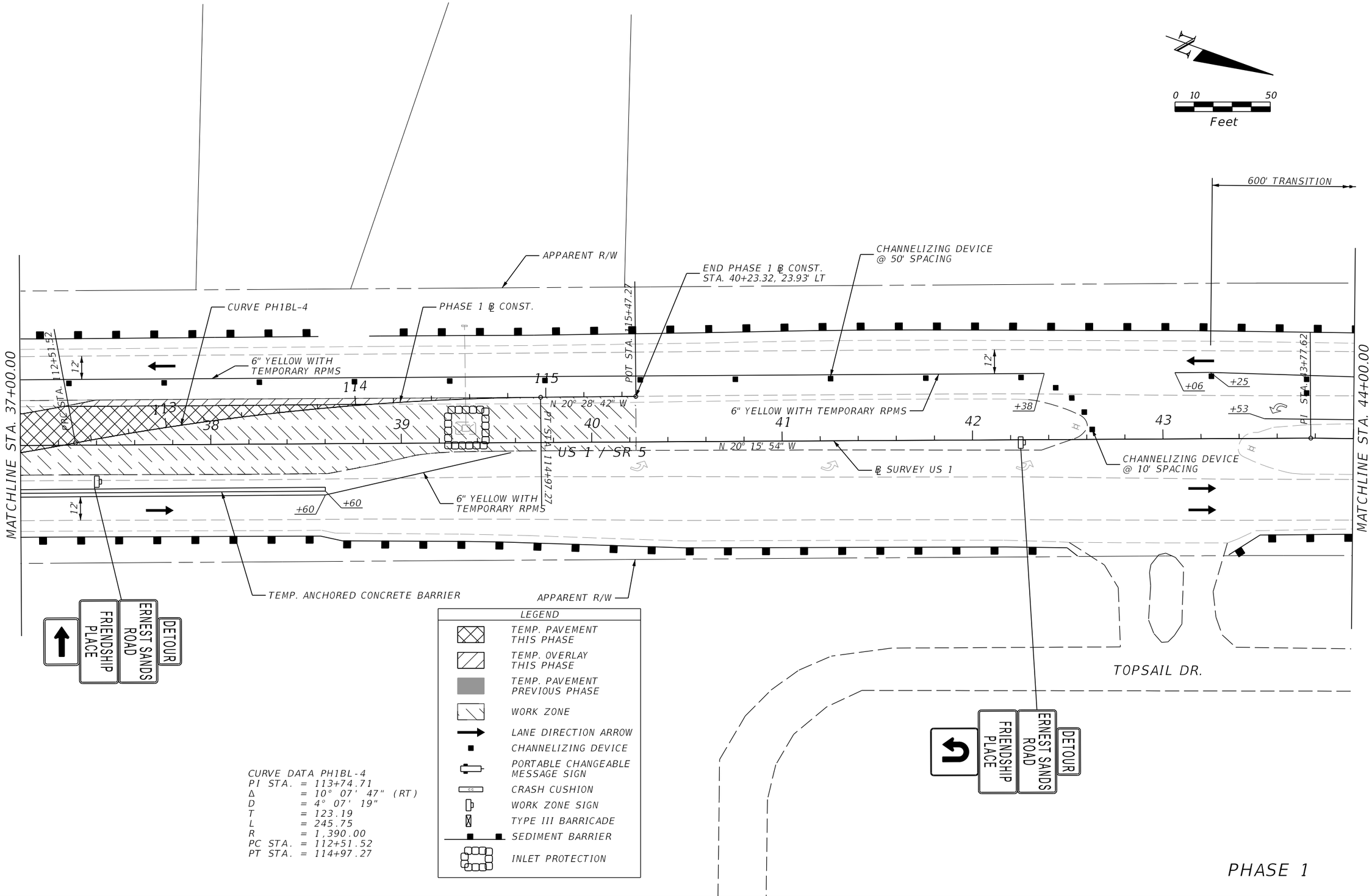
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 40

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LEGEND

- TEMP. PAVEMENT THIS PHASE
- TEMP. OVERLAY THIS PHASE
- TEMP. PAVEMENT PREVIOUS PHASE
- WORK ZONE
- LANE DIRECTION ARROW
- CHANNELIZING DEVICE
- PORTABLE CHANGEABLE MESSAGE SIGN
- CRASH CUSHION
- WORK ZONE SIGN
- TYPE III BARRICADE
- SEDIMENT BARRIER
- INLET PROTECTION

CURVE DATA PH1BL-4
PI STA. = 113+74.71
Δ = 10° 07' 47" (RT)
D = 4° 07' 19"
T = 123.19
L = 245.75
R = 1,390.00
PC STA. = 112+51.52
PT STA. = 114+97.27

PHASE 1

REVISIONS			
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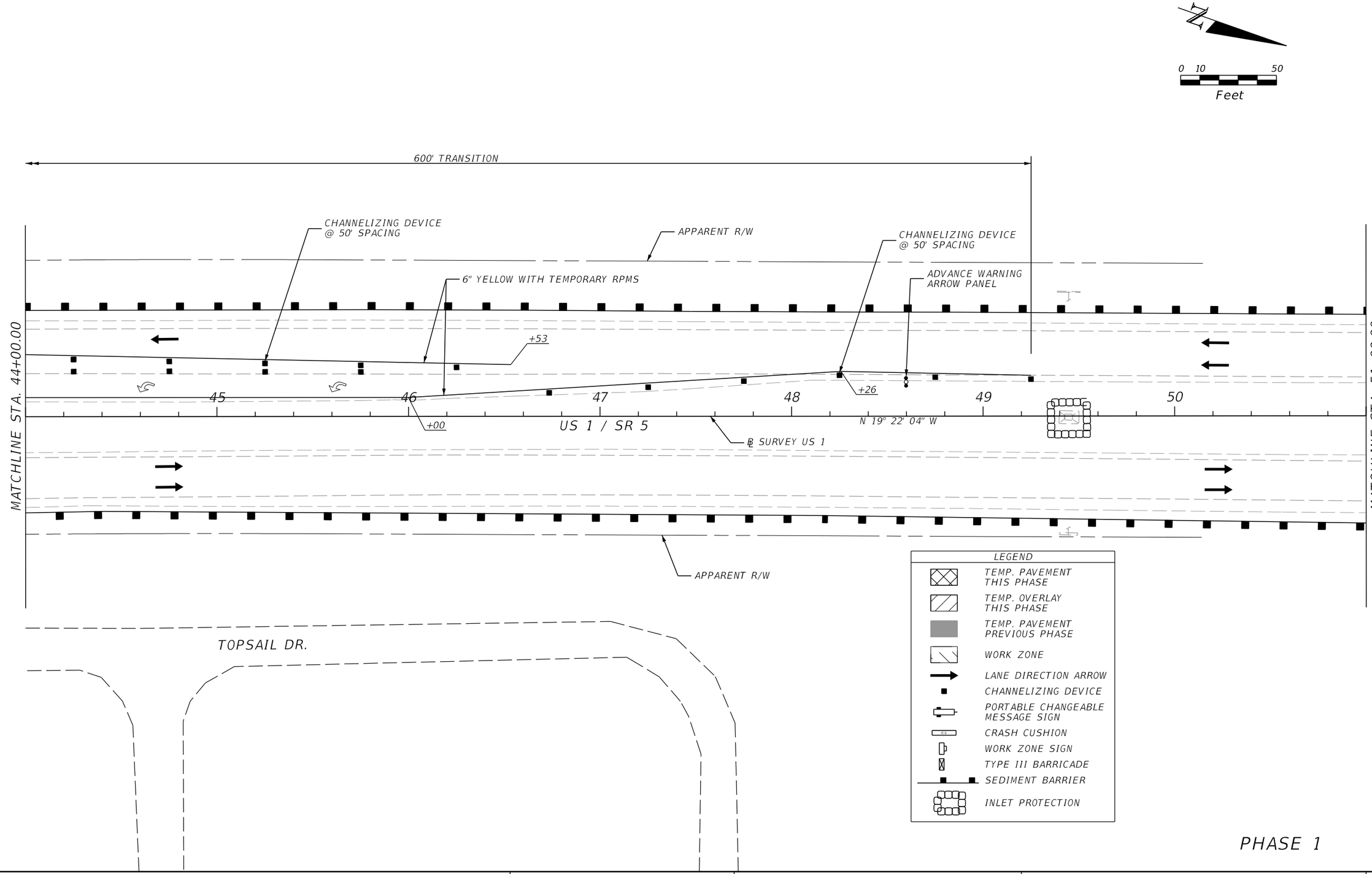
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 41

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PHASE 1

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ORLANDO, FL 32801
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CERTIFICATE OF AUTHORIZATION NO. 390

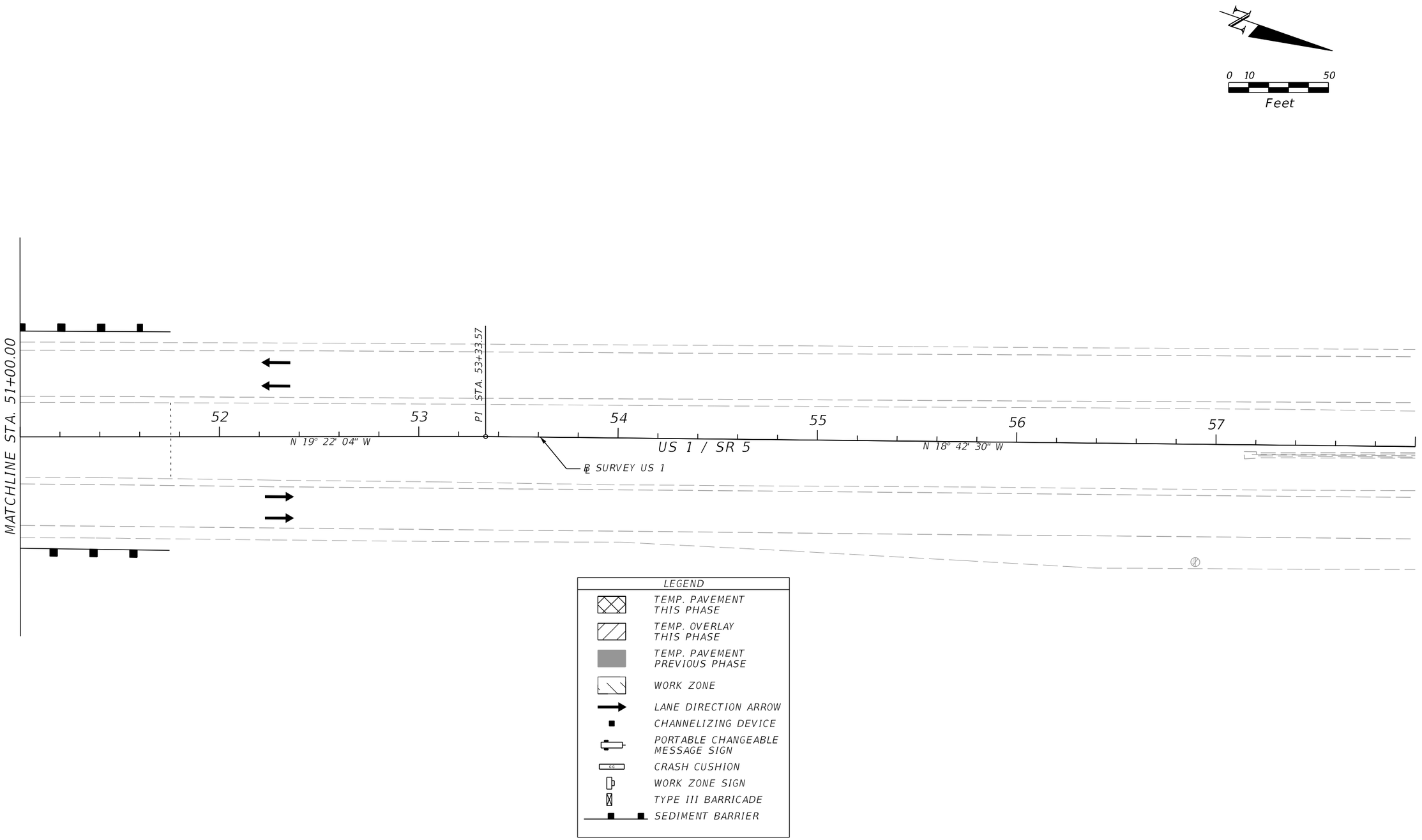
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 42

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PHASE 1

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

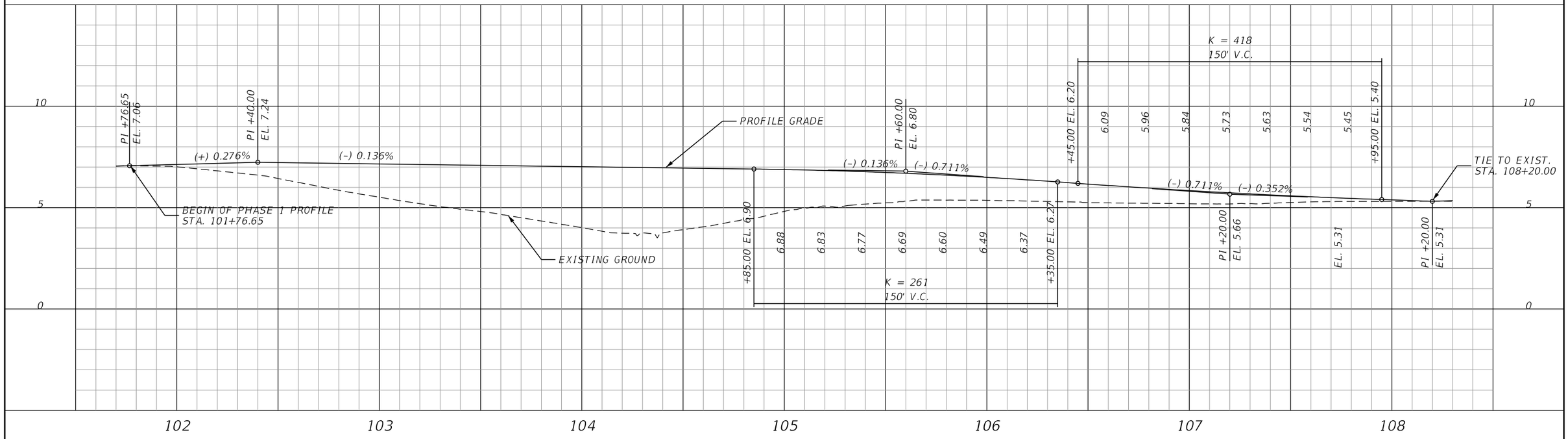
MICHAEL HERON, P.E. 56182
STV INCORPORATED
111 NORTH ORANGE AVENUE, SUITE 1450
ORLANDO, FL 32801
(321) 418-6604
CERTIFICATE OF AUTHORIZATION NO. 390

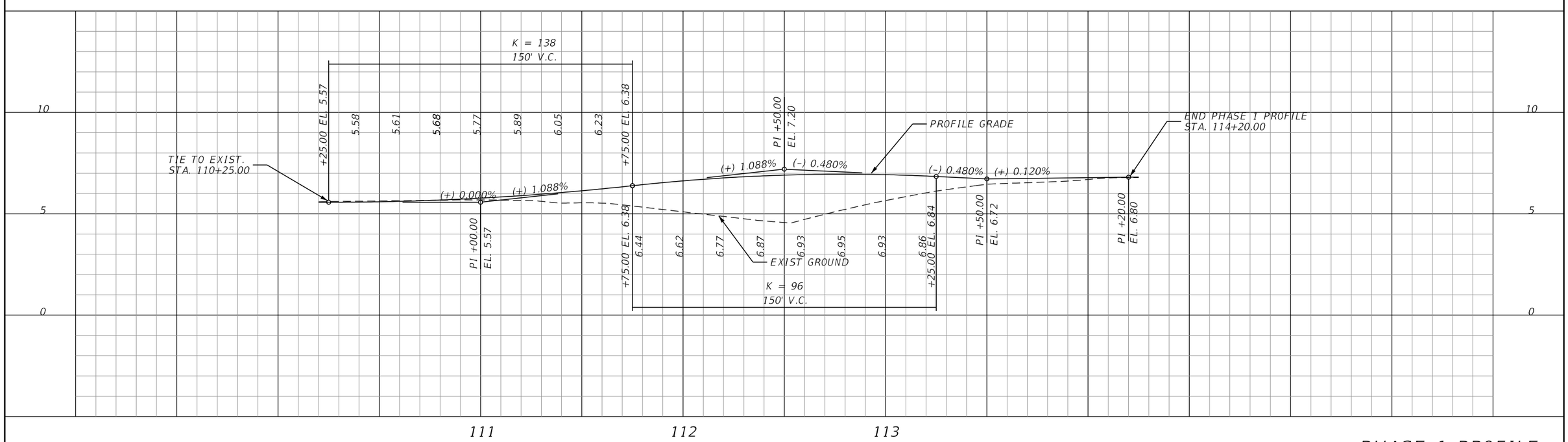
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 43





PHASE 1 PROFILE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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ORLANDO, FL 32801
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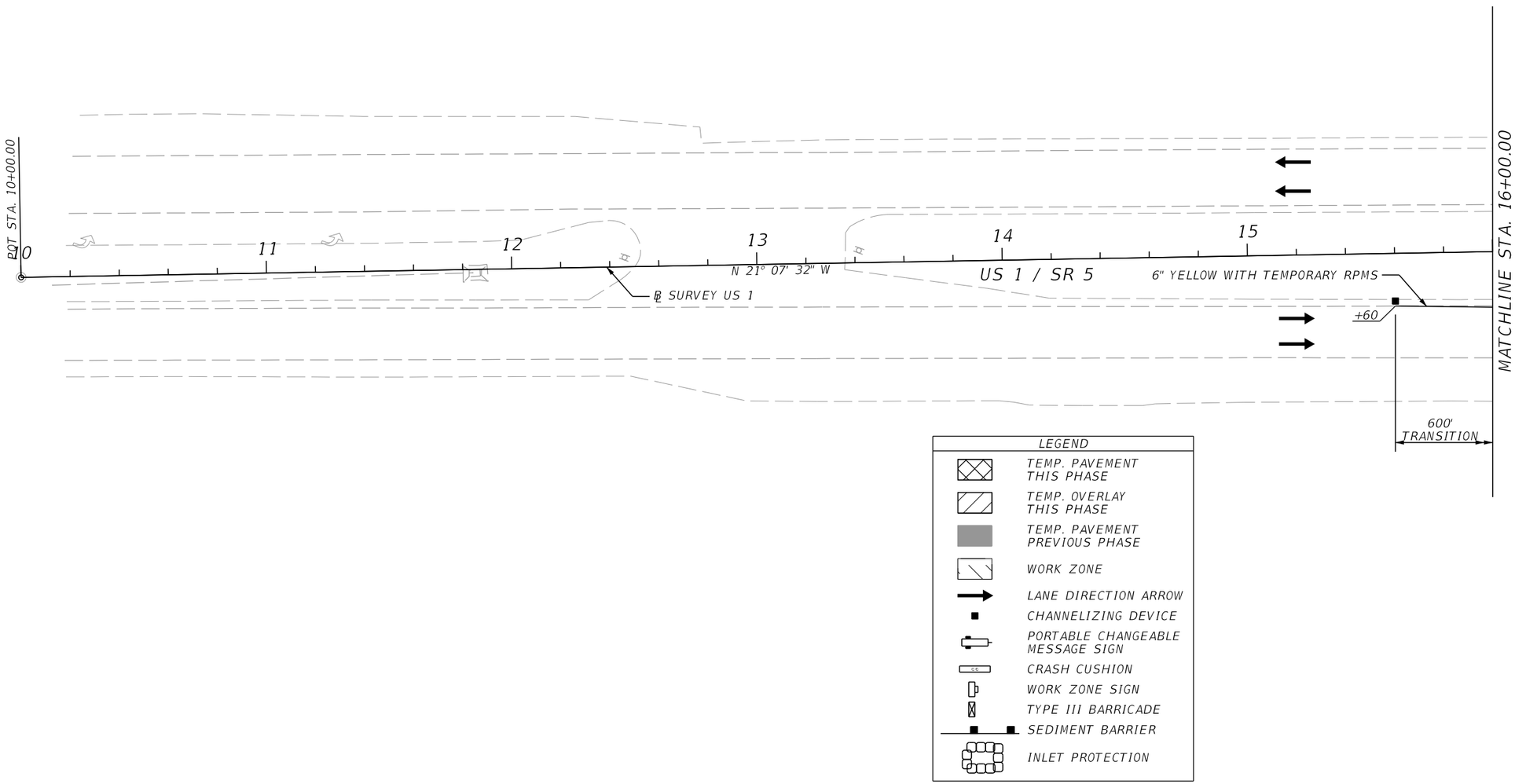
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 44

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PHASE 2

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

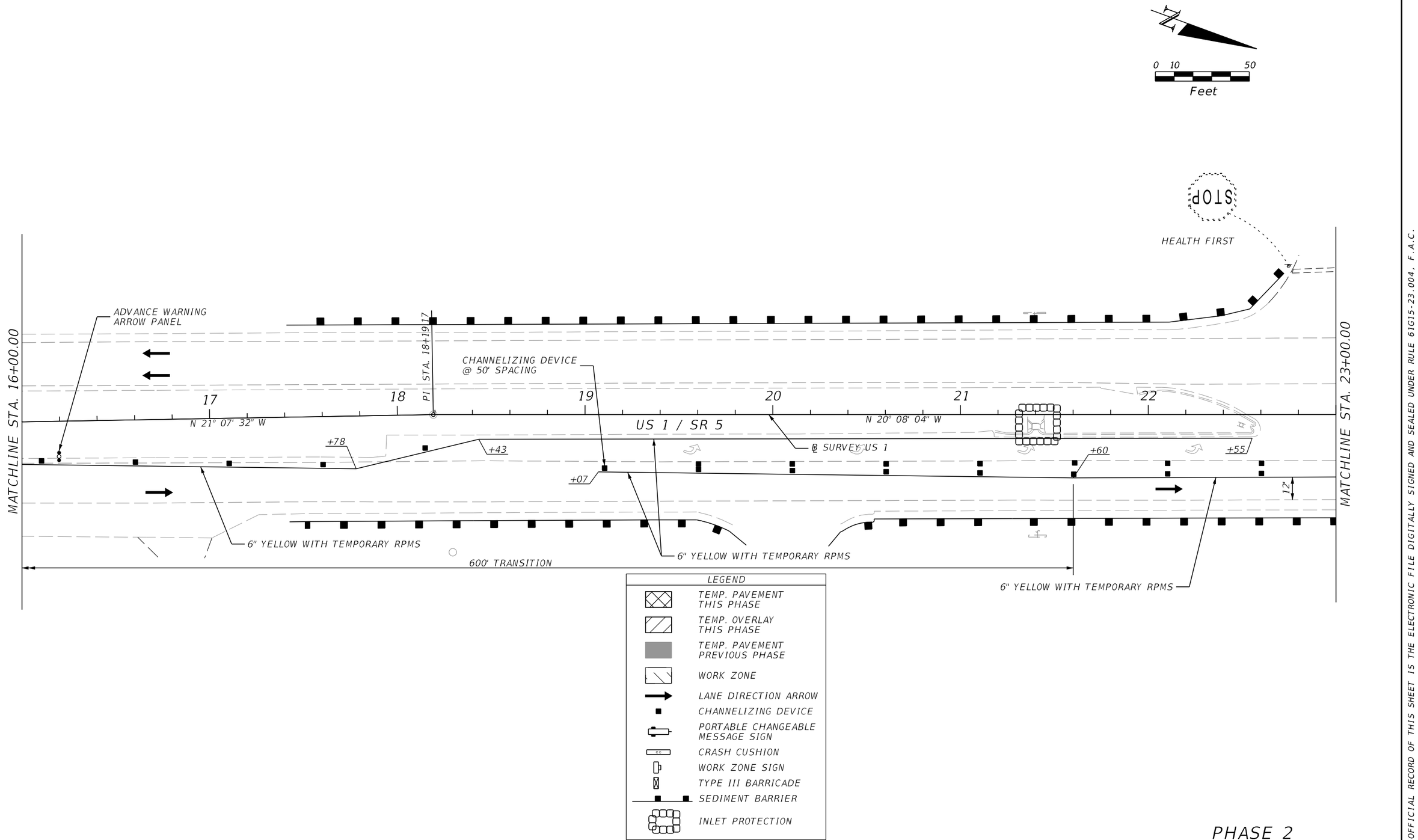
MICHAEL HERON, P.E. 56182
STV INCORPORATED
111 NORTH ORANGE AVENUE, SUITE 1450
ORLANDO, FL 32801
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CERTIFICATE OF AUTHORIZATION NO. 390

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 45



PHASE 2

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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STV INCORPORATED
111 NORTH ORANGE AVENUE, SUITE 1450
ORLANDO, FL 32801
(321) 418-6604
CERTIFICATE OF AUTHORIZATION NO. 390

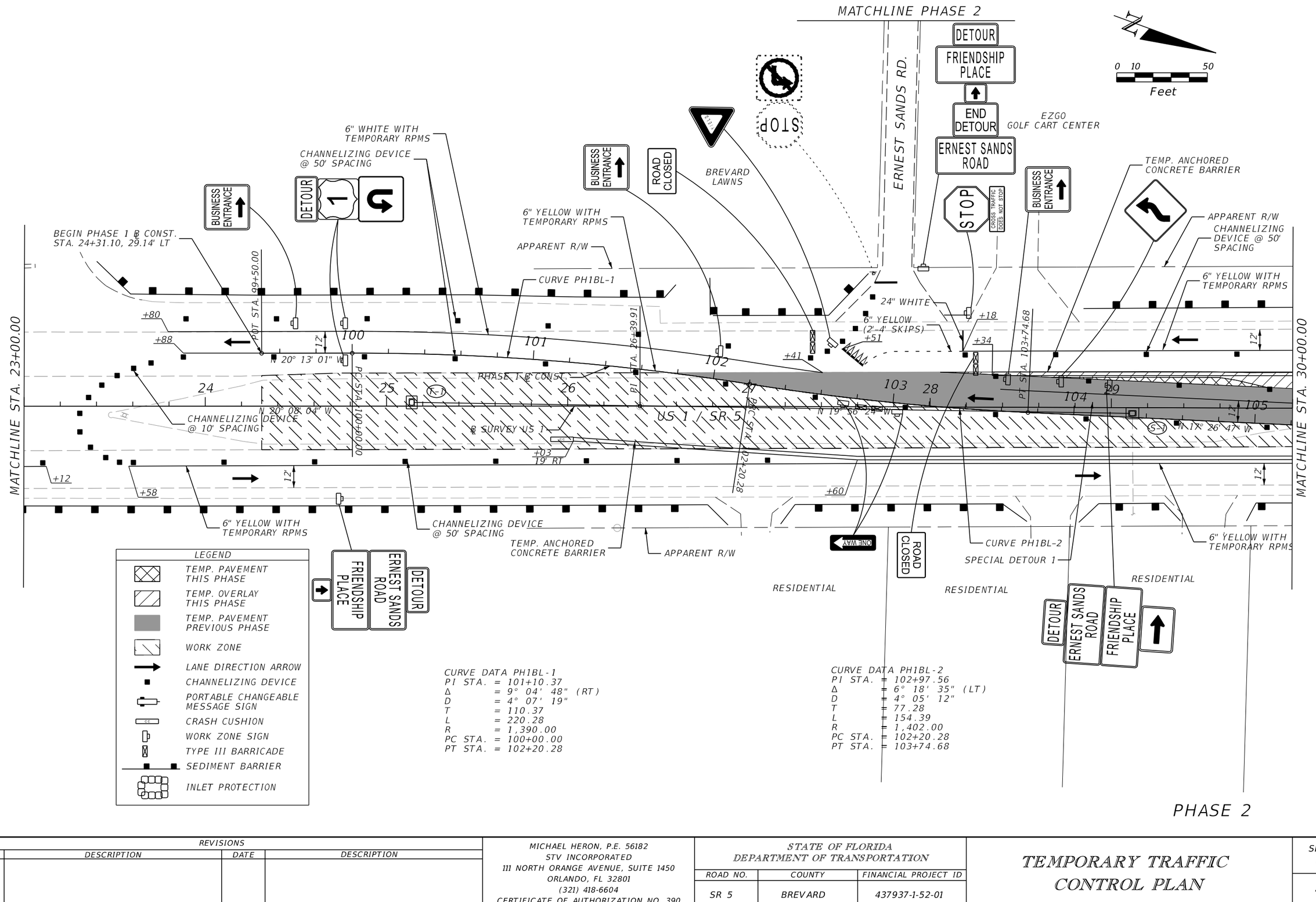
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 46

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



LEGEND

- TEMP. PAVEMENT THIS PHASE
- TEMP. OVERLAY THIS PHASE
- TEMP. PAVEMENT PREVIOUS PHASE
- WORK ZONE
- LANE DIRECTION ARROW
- CHANNELIZING DEVICE
- PORTABLE CHANGEABLE MESSAGE SIGN
- CRASH CUSHION
- WORK ZONE SIGN
- TYPE III BARRICADE
- SEDIMENT BARRIER
- INLET PROTECTION

CURVE DATA PH1BL-1
PI STA. = 101+10.37
Δ = 9° 04' 48" (RT)
D = 4° 07' 19"
T = 110.37
L = 220.28
R = 1,390.00
PC STA. = 100+00.00
PT STA. = 102+20.28

CURVE DATA PH1BL-2
PI STA. = 102+97.56
Δ = 6° 18' 35" (LT)
D = 4° 05' 12"
T = 77.28
L = 154.39
R = 1,402.00
PC STA. = 102+20.28
PT STA. = 103+74.68

PHASE 2

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MICHAEL HERON, P.E. 56182
STV INCORPORATED
111 NORTH ORANGE AVENUE, SUITE 1450
ORLANDO, FL 32801
(321) 418-6604
CERTIFICATE OF AUTHORIZATION NO. 390

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 47

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

MATCHLINE PHASE 2

1

DETOUR

ROAD CLOSED

STOP

FRIENDSHIP PL.

END DETOUR

FRIENDSHIP PLACE

LANDSCAPE DEPOT

DETOUR

ERNEST SANDS ROAD

FRIENDSHIP PLACE

NON-CRITICAL TEMPORARY SHEET PILE WALL FOR CULVERT CONSTRUCTION

ROAD CLOSED

ROAD CLOSED

ROAD CLOSED

APPARENT R/W

CHANNELIZING DEVICE @ 10' SPACING

6" YELLOW WITH TEMPORARY RPMS

CHANNELIZING DEVICE @ 50' SPACING

CURVE PH1BL-3

6" WHITE WITH TEMPORARY RPMS

6" YELLOW WITH TEMPORARY RPMS

MATCHLINE STA. 30+00.00

MATCHLINE STA. 37+00.00

12'

+72

31 32 33 34 35 36

106 107 108 109 110 111 112

N 19° 56' 27" W US 1 / SR 5

℄ SURVEY US 1

+00

N 17° 26' 44" W

N 20° 15' 54" W

N 20° 18' 32" W

PI STA. 108+21.09

PC STA. 109+99.50

PI STA. 33+96.03

6" WHITE WITH TEMPORARY RPMS

TEMP. ANCHORED CONCRETE BARRIER

PHASE 1 ℄ CONST.

6" YELLOW WITH TEMPORARY RPMS

6" YELLOW WITH TEMPORARY RPMS

APPARENT R/W

TEMP. ANCHORED CONCRETE BARRIER

ROAD CLOSED

SPECIAL DETOUR 1

FRIENDSHIP PLACE

ERNEST SANDS ROAD

DETOUR

FRIENDSHIP PLACE

ERNEST SANDS ROAD

DETOUR

EASEMENT

BT(B) BFOT(B) OE CONC W(B)

0 10 50

Feet

LEGEND

- TEMP. PAVEMENT THIS PHASE
- TEMP. OVERLAY THIS PHASE
- TEMP. PAVEMENT PREVIOUS PHASE
- WORK ZONE
- LANE DIRECTION ARROW
- CHANNELIZING DEVICE
- PORTABLE CHANGEABLE MESSAGE SIGN
- CRASH CUSHION
- WORK ZONE SIGN
- TYPE III BARRICADE
- SEDIMENT BARRIER
- TURBIDITY BARRIER
- INLET PROTECTION

CURVE DATA PH1BL-3
PI STA. = 111+25.85
Δ = 10° 17' 57" (LT)
D = 4° 05' 12"
T = 126.35
L = 252.02
R = 1,402.00
PC STA. = 109+99.50
PT STA. = 112+51.52

PHASE 2

REVISIONS			
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ORLANDO, FL 32801
(321) 418-6604
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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

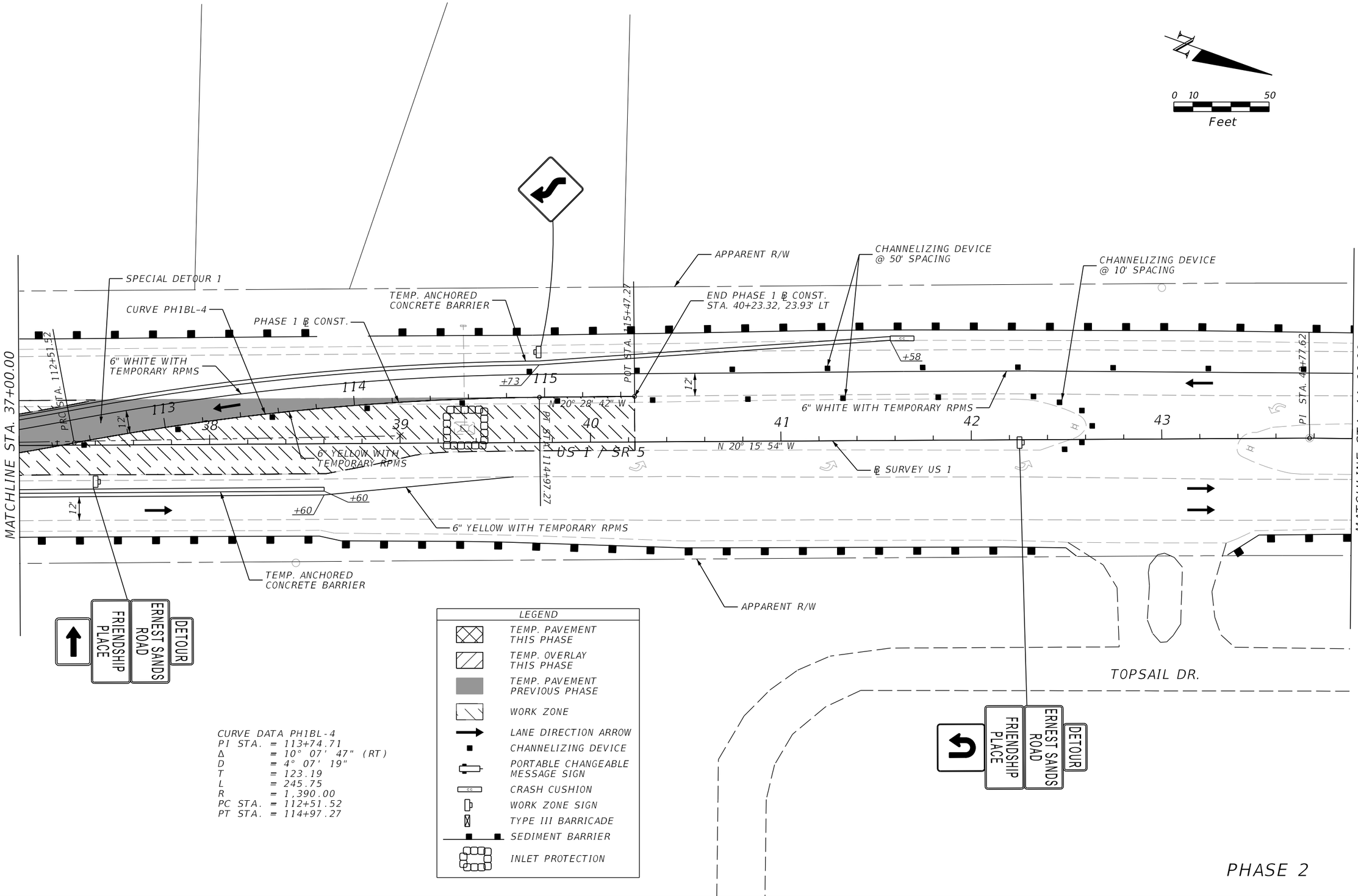
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 48

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CURVE DATA PH1BL-4
PI STA. = 113+74.71
Δ = 10° 07' 47" (RT)
D = 4° 07' 19"
T = 123.19
L = 245.75
R = 1,390.00
PC STA. = 112+51.52
PT STA. = 114+97.27

PHASE 2

REVISIONS			
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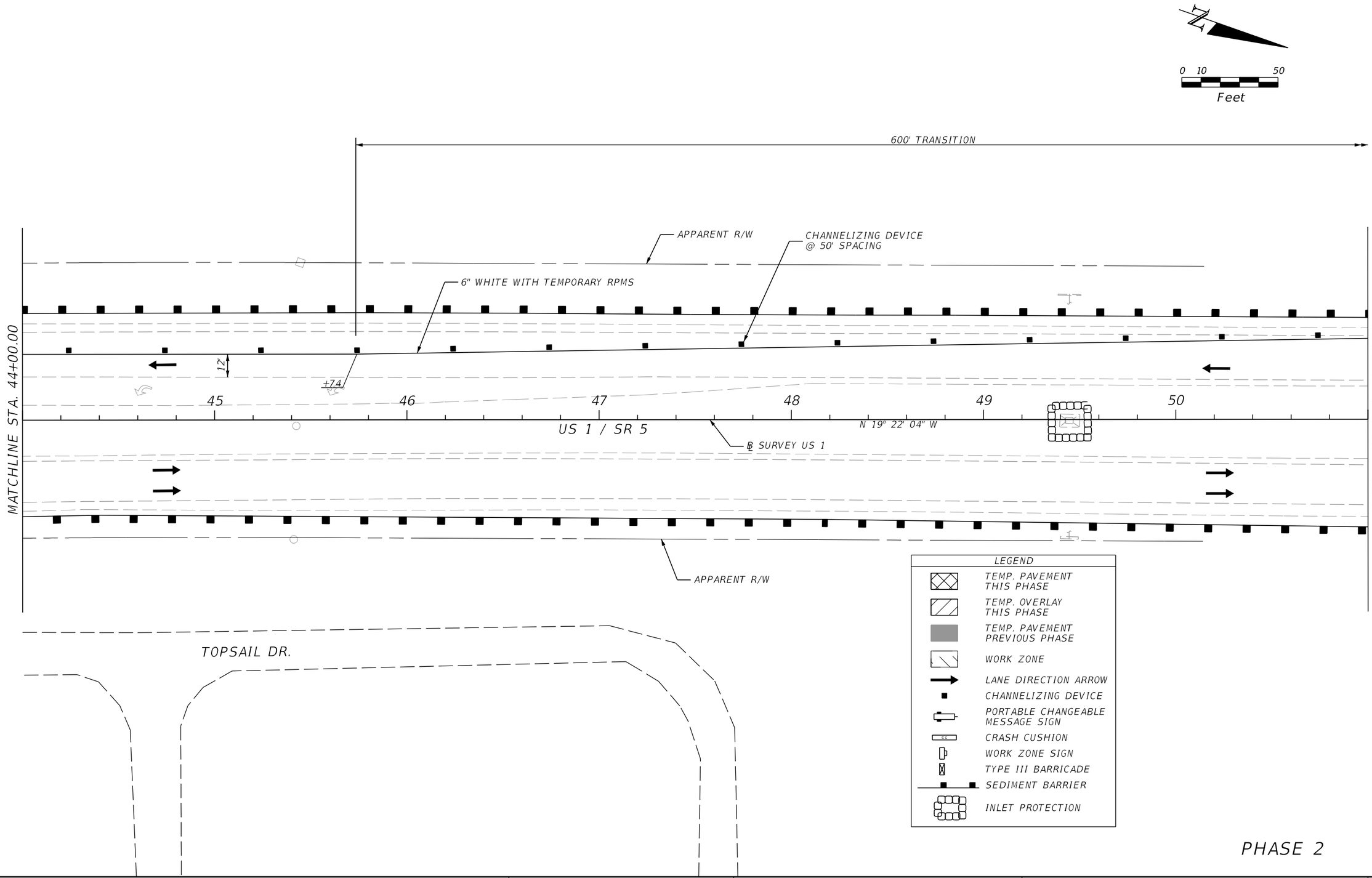
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 49

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PHASE 2

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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(321) 418-6604
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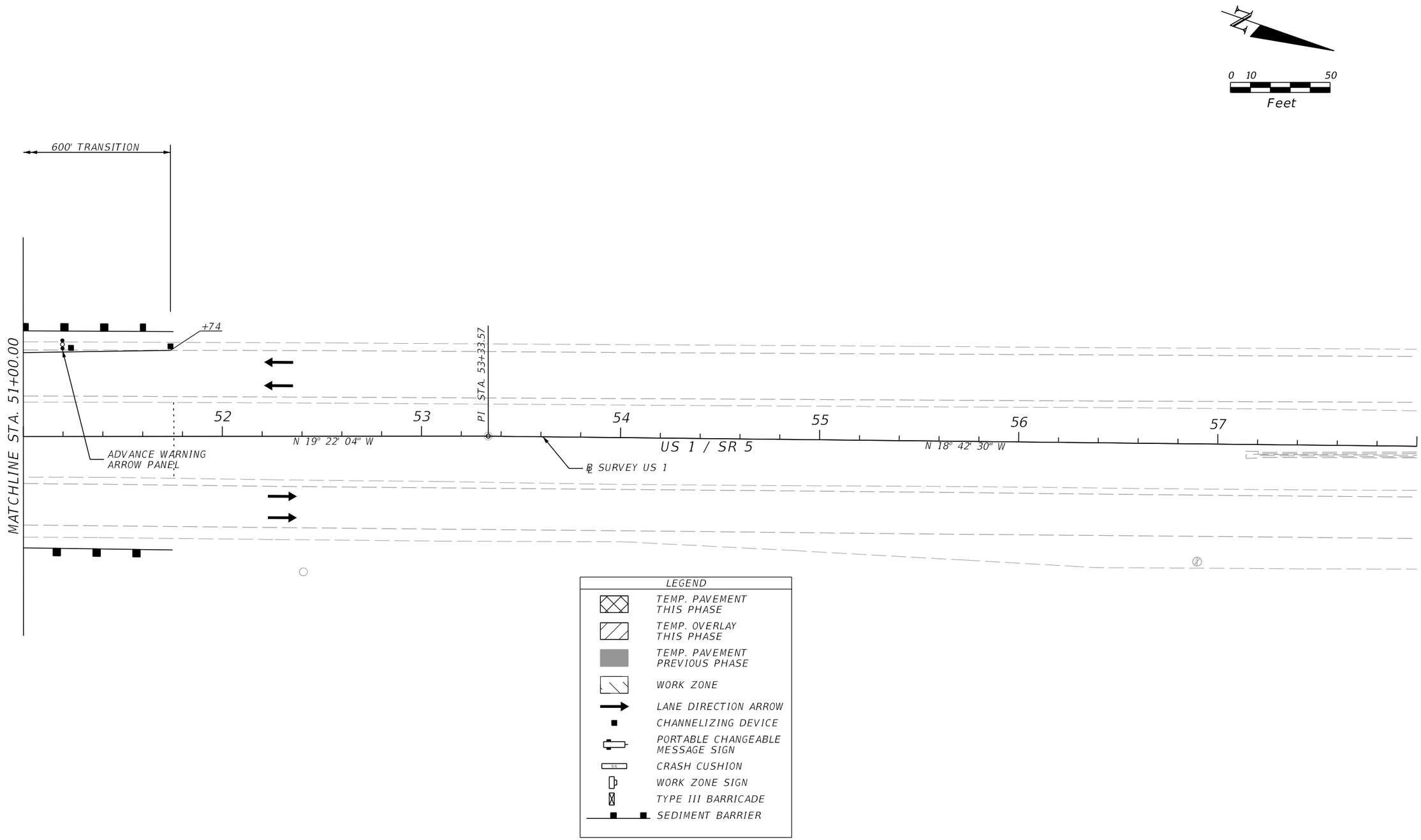
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 50

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PHASE 2

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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ORLANDO, FL 32801
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CERTIFICATE OF AUTHORIZATION NO. 390

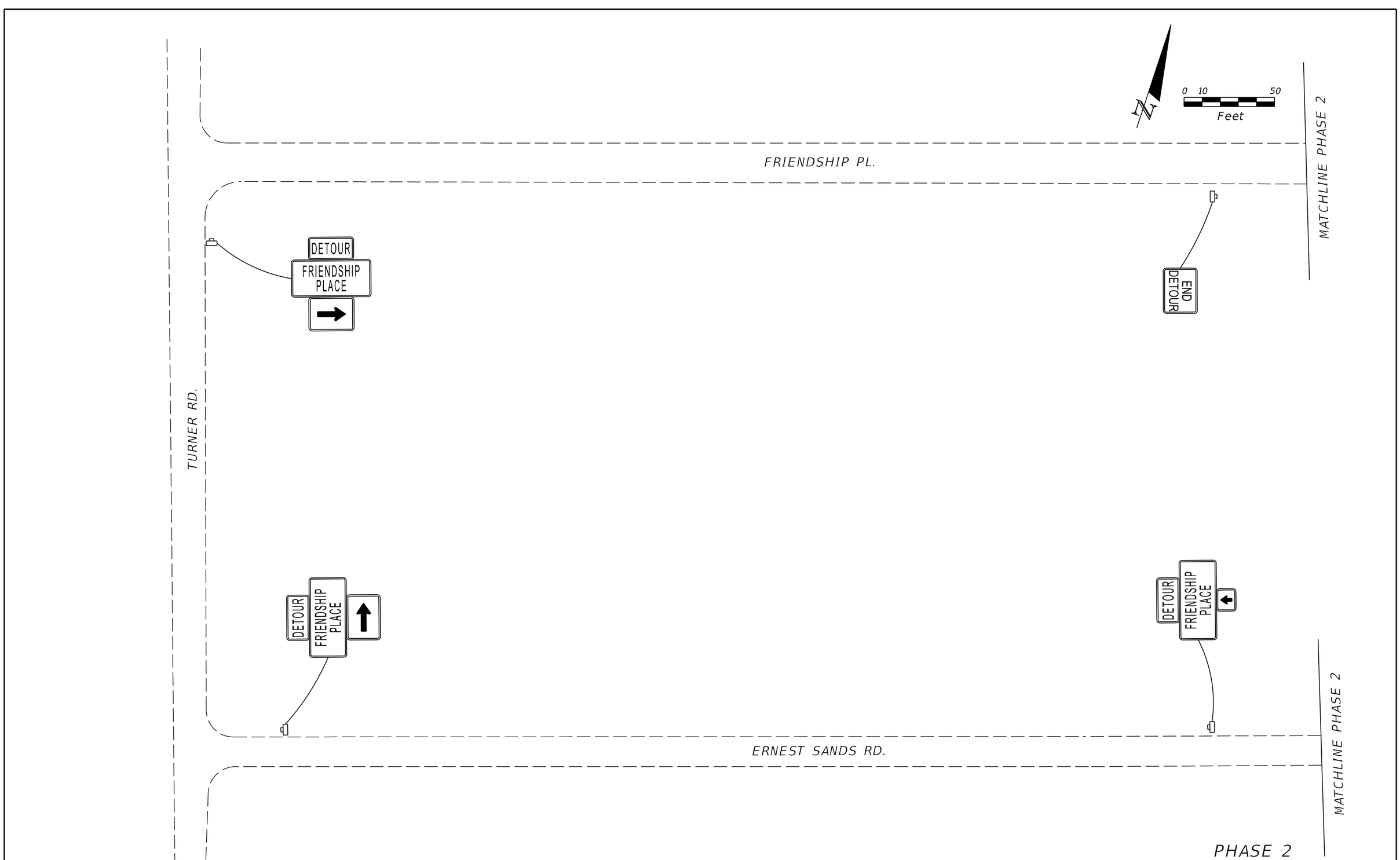
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 51

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ORLANDO, FL 32801
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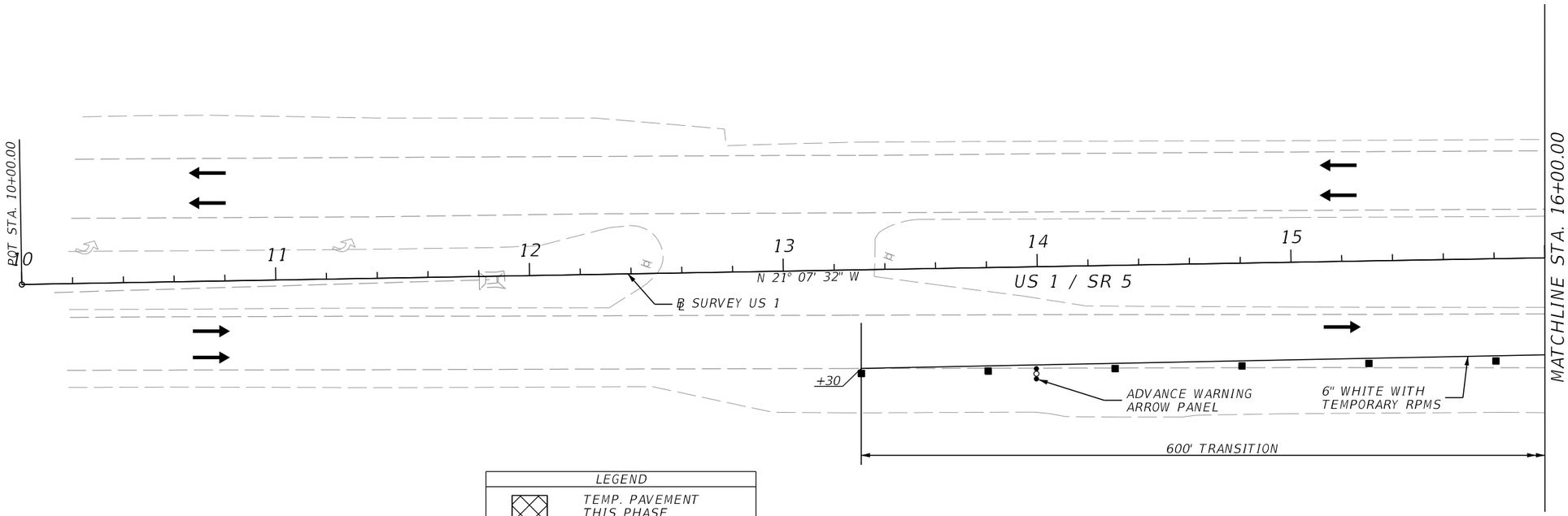
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 52

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LEGEND

- TEMP. PAVEMENT THIS PHASE
- TEMP. OVERLAY THIS PHASE
- TEMP. PAVEMENT PREVIOUS PHASE
- WORK ZONE
- LANE DIRECTION ARROW
- CHANNELIZING DEVICE
- PORTABLE CHANGEABLE MESSAGE SIGN
- CRASH CUSHION
- WORK ZONE SIGN
- TYPE III BARRICADE
- SEDIMENT BARRIER
- INLET PROTECTION

PHASE 3B

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

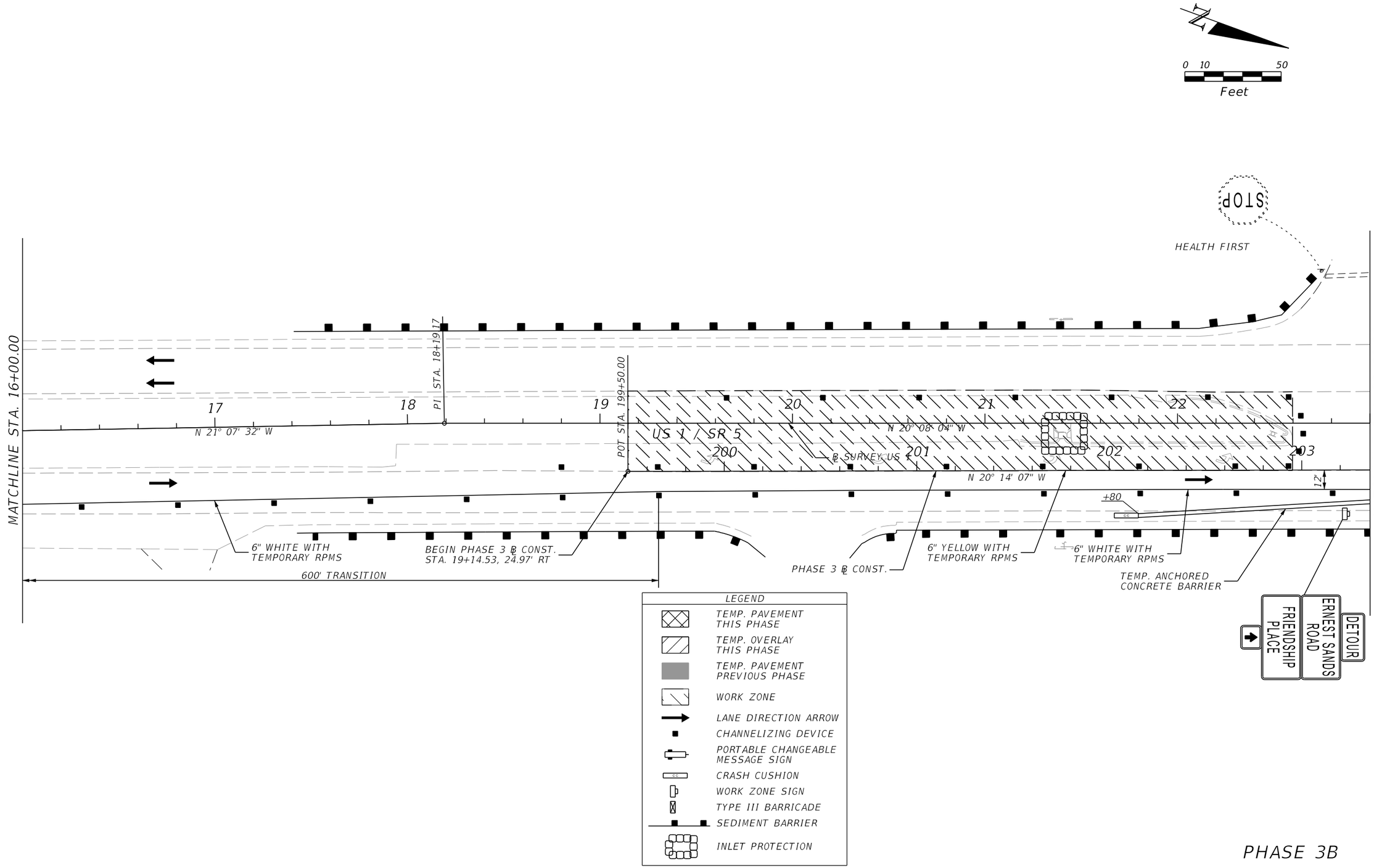
MICHAEL HERON, P.E. 56182
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111 NORTH ORANGE AVENUE, SUITE 1450
ORLANDO, FL 32801
(321) 418-6604
CERTIFICATE OF AUTHORIZATION NO. 390

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 53



PHASE 3B

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

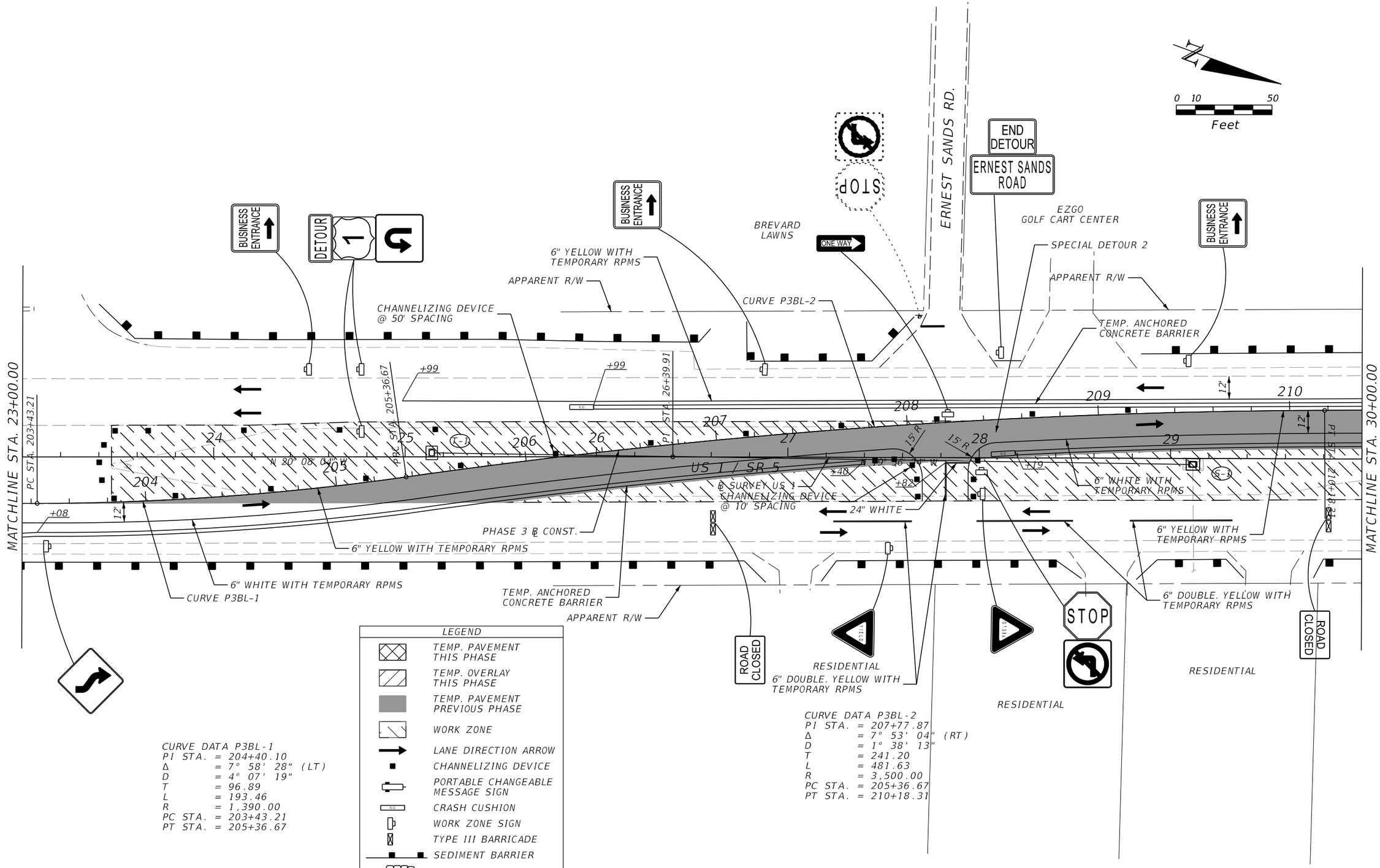
MICHAEL HERON, P.E. 56182
STV INCORPORATED
111 NORTH ORANGE AVENUE, SUITE 1450
ORLANDO, FL 32801
(321) 418-6604
CERTIFICATE OF AUTHORIZATION NO. 390

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 54



LEGEND

- TEMP. PAVEMENT THIS PHASE
- TEMP. OVERLAY THIS PHASE
- TEMP. PAVEMENT PREVIOUS PHASE
- WORK ZONE
- LANE DIRECTION ARROW
- CHANNELIZING DEVICE
- PORTABLE CHANGEABLE MESSAGE SIGN
- CRASH CUSHION
- WORK ZONE SIGN
- TYPE III BARRICADE
- SEDIMENT BARRIER
- INLET PROTECTION

CURVE DATA P3BL-1
PI STA. = 204+40.10
Δ = 7° 58' 28" (LT)
D = 4° 07' 19"
T = 96.89
L = 193.46
R = 1,390.00
PC STA. = 203+43.21
PT STA. = 205+36.67

CURVE DATA P3BL-2
PI STA. = 207+77.87
Δ = 7° 53' 04" (RT)
D = 1° 38' 13"
T = 241.20
L = 481.63
R = 3,500.00
PC STA. = 205+36.67
PT STA. = 210+18.31

PHASE 3B

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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ORLANDO, FL 32801
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CERTIFICATE OF AUTHORIZATION NO. 390

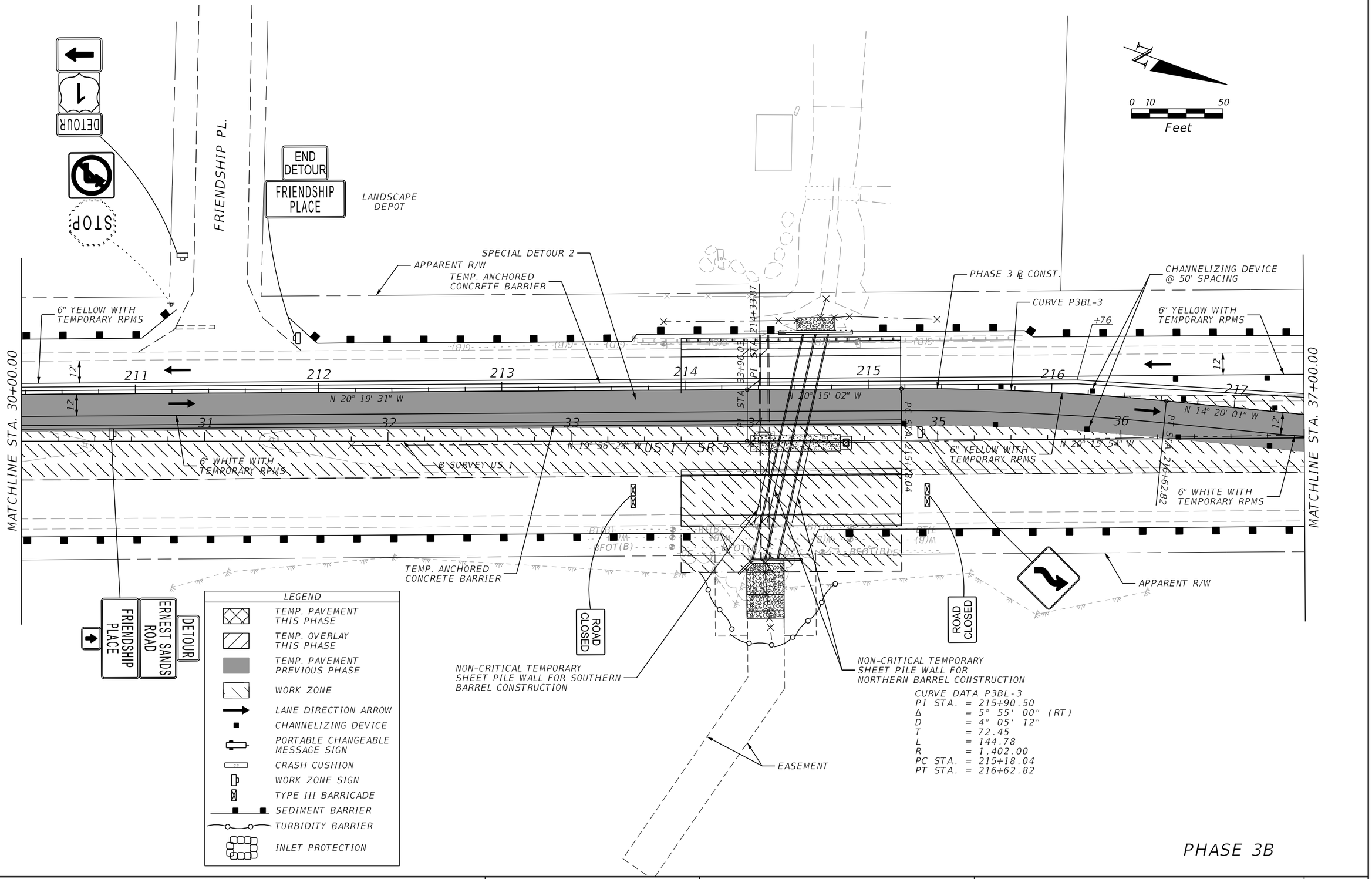
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 55

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CURVE DATA P3BL-3
PI STA. = 215+90.50
Δ = 5° 55' 00" (RT)
D = 4° 05' 12"
T = 72.45
L = 144.78
R = 1,402.00
PC STA. = 215+18.04
PT STA. = 216+62.82

PHASE 3B

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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111 NORTH ORANGE AVENUE, SUITE 1450
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CERTIFICATE OF AUTHORIZATION NO. 390

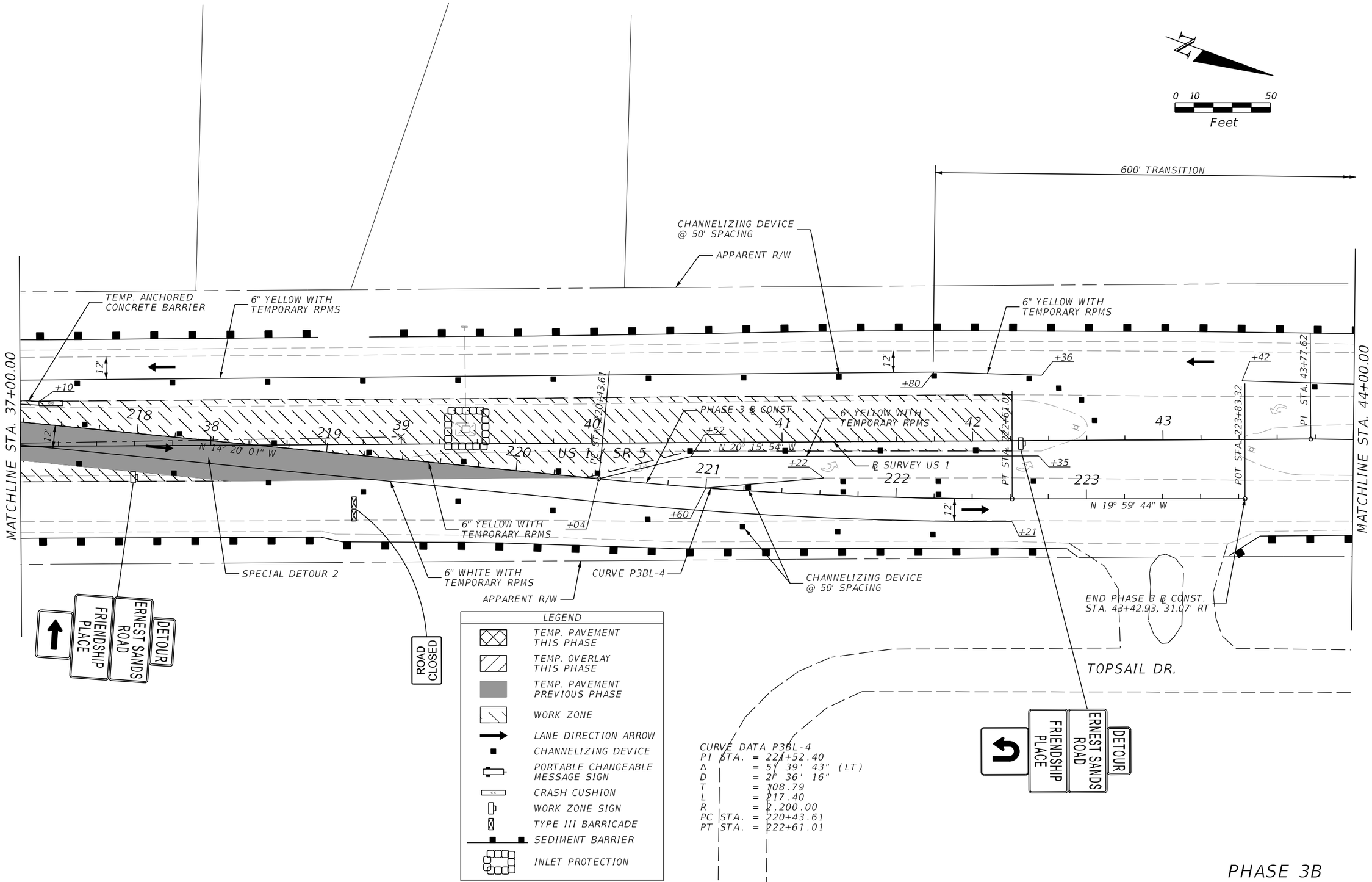
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 56

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111 NORTH ORANGE AVENUE, SUITE 1450
ORLANDO, FL 32801
(321) 418-6604
CERTIFICATE OF AUTHORIZATION NO. 390

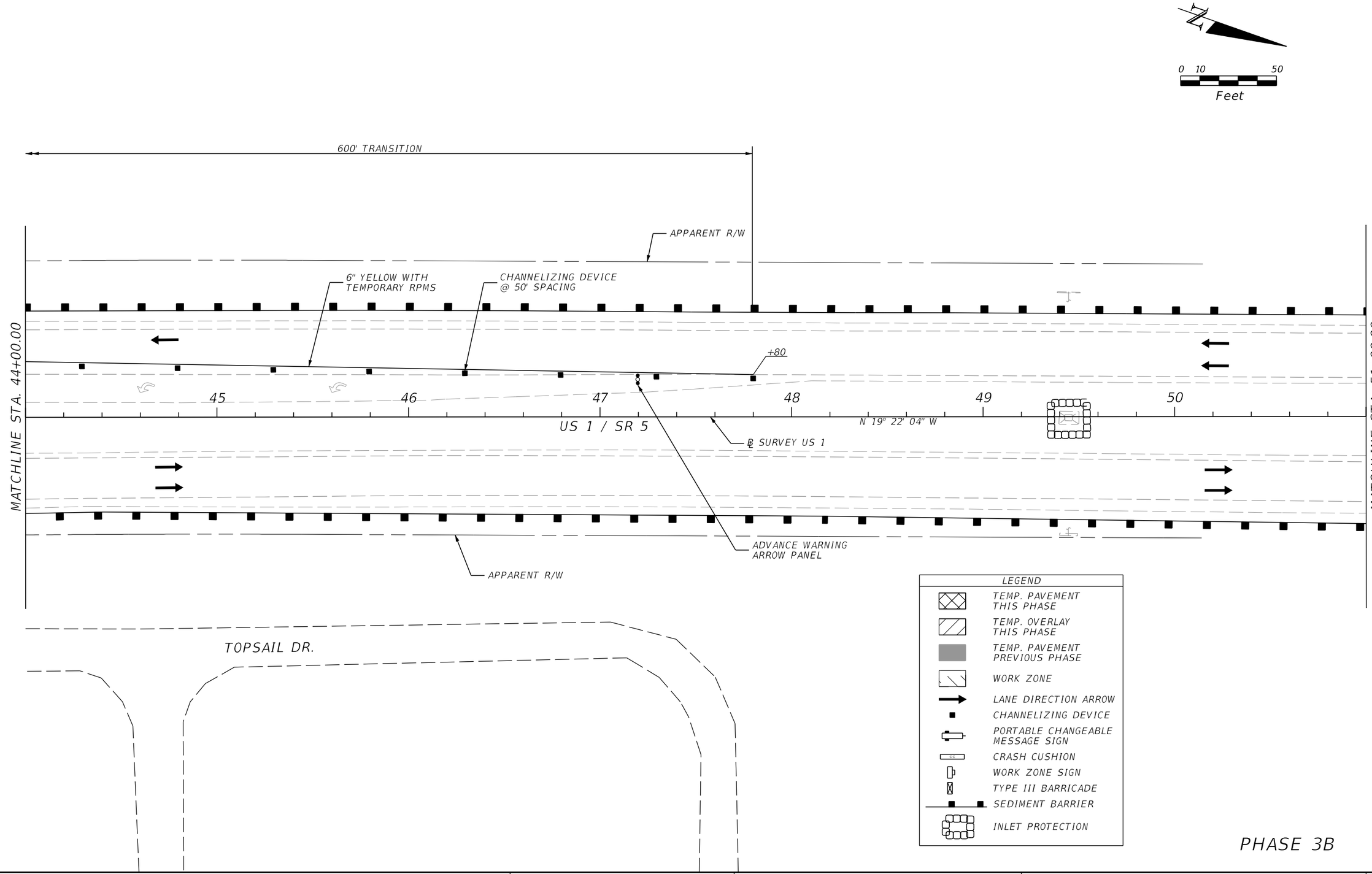
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 57

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REVISIONS			
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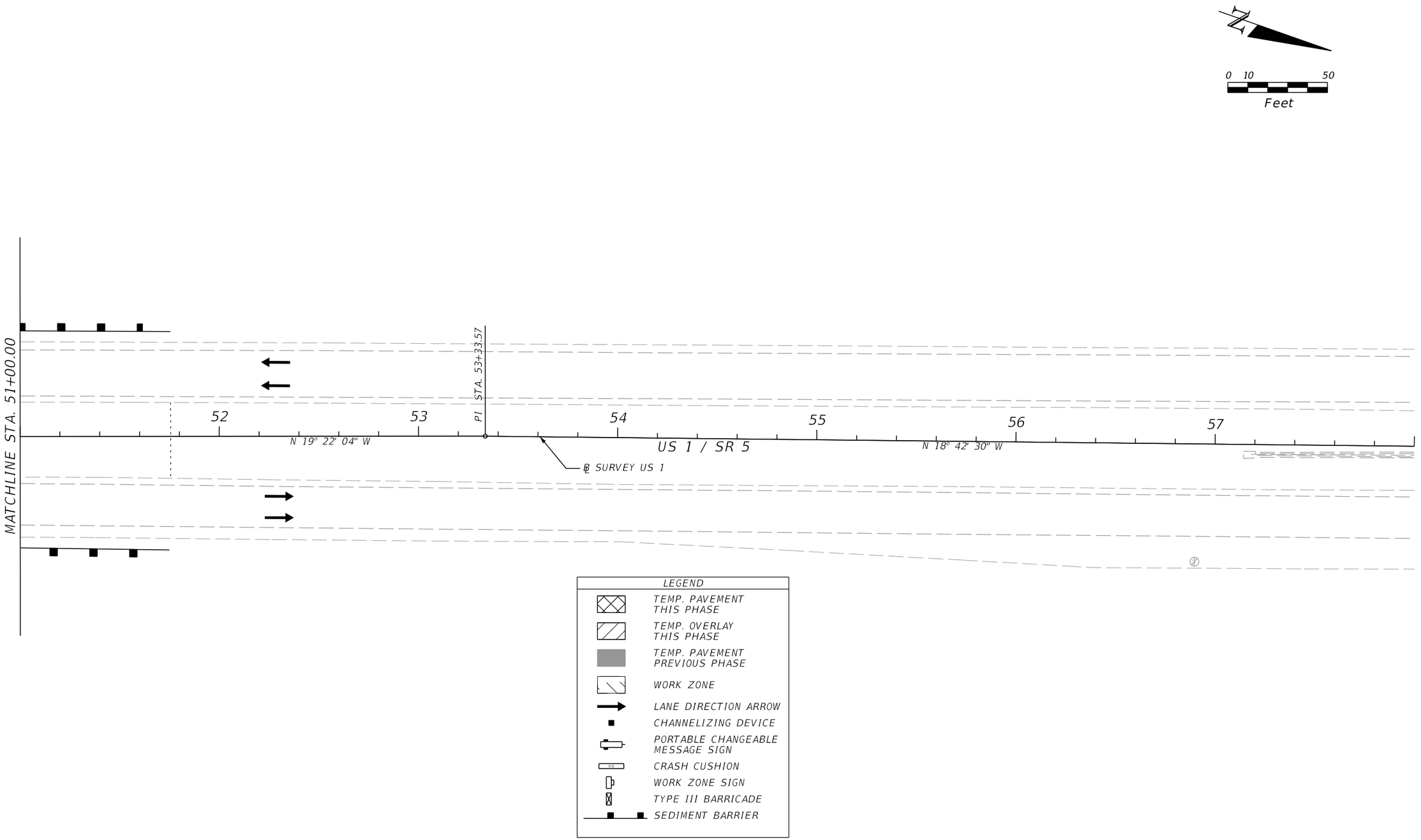
MICHAEL HERON, P.E. 56182
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ORLANDO, FL 32801
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CERTIFICATE OF AUTHORIZATION NO. 390

STATE OF FLORIDA
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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 58



PHASE 3B

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

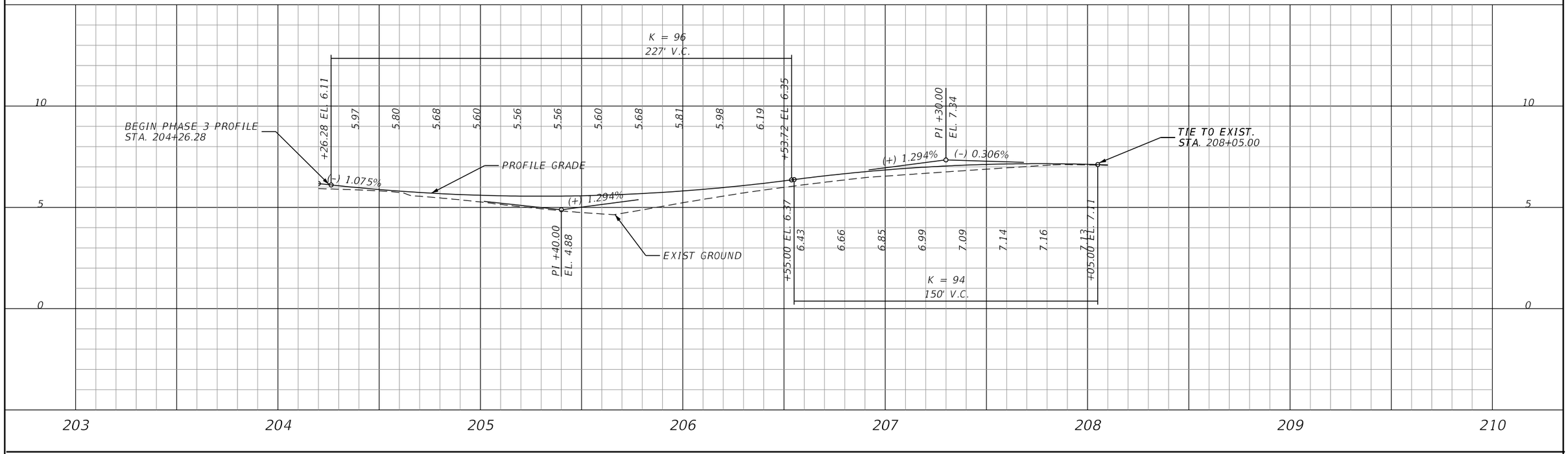
MICHAEL HERON, P.E. 56182
STV INCORPORATED
111 NORTH ORANGE AVENUE, SUITE 1450
ORLANDO, FL 32801
(321) 418-6604
CERTIFICATE OF AUTHORIZATION NO. 390

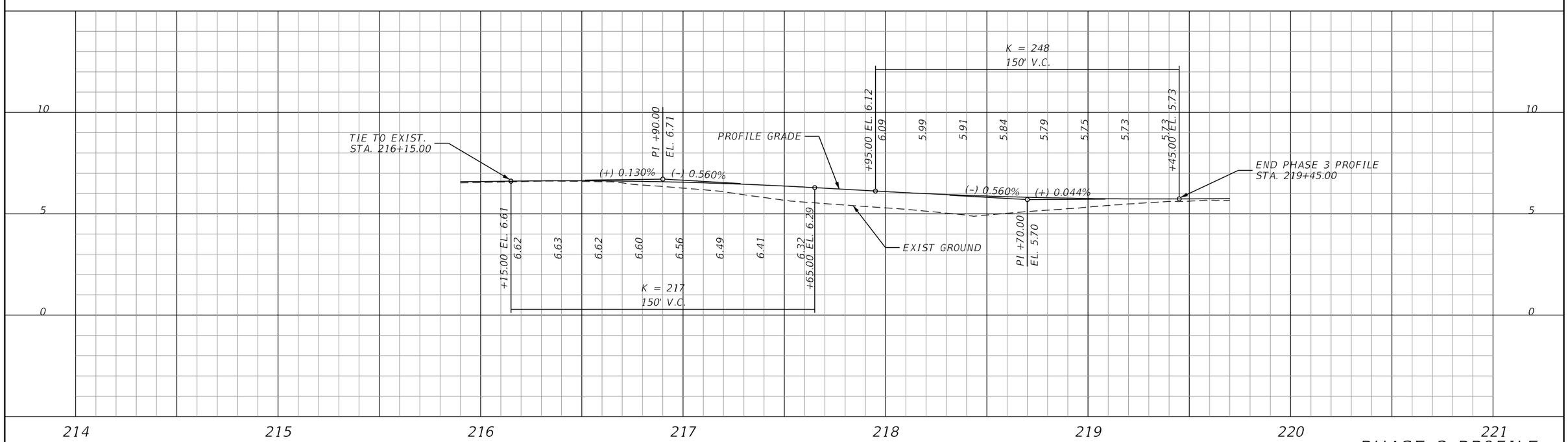
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 59





PHASE 3 PROFILE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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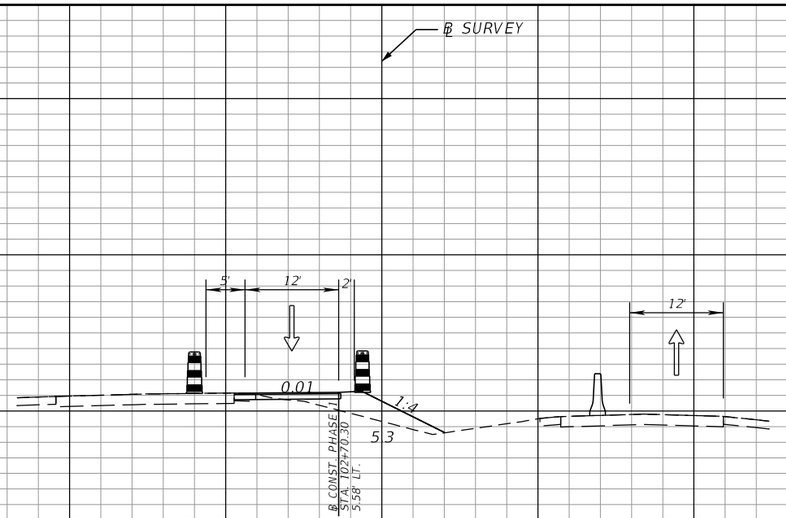
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

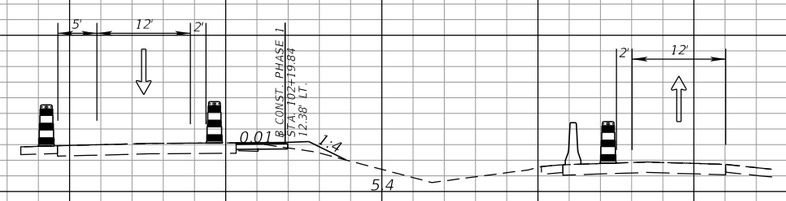
TEMPORARY TRAFFIC CONTROL PLANS

SHEET NO. 60

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27+50.00



27+00.00



26+50.00

SCALE
1" = 20' Horizontal
1" = 10' Vertical

PHASE 2

160 140 120 100 80 60 40 20 0 20 40 60 80 100 120

℄ SURVEY

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

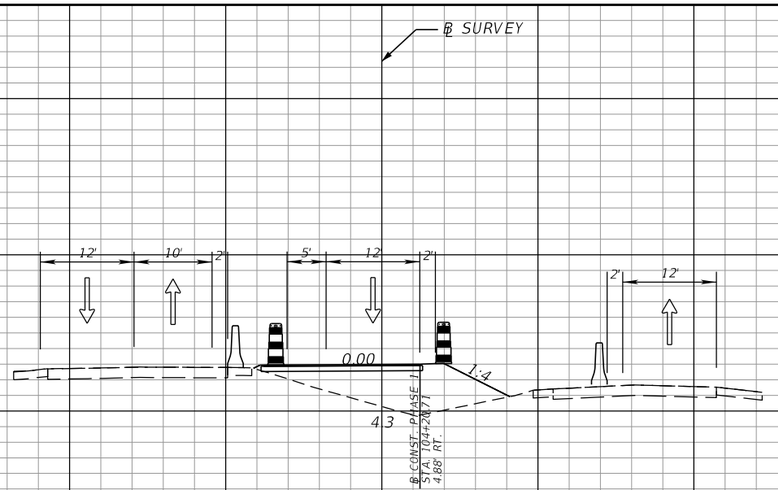
MICHAEL HERON, P.E. 56182
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111 NORTH ORANGE AVENUE, SUITE 1450
ORLANDO, FL 32801
(321) 418-6604
CERTIFICATE OF AUTHORIZATION NO. 390

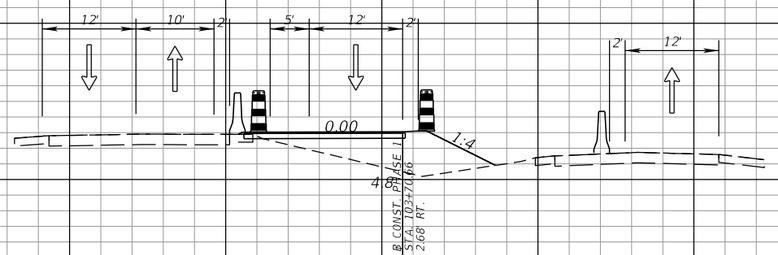
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

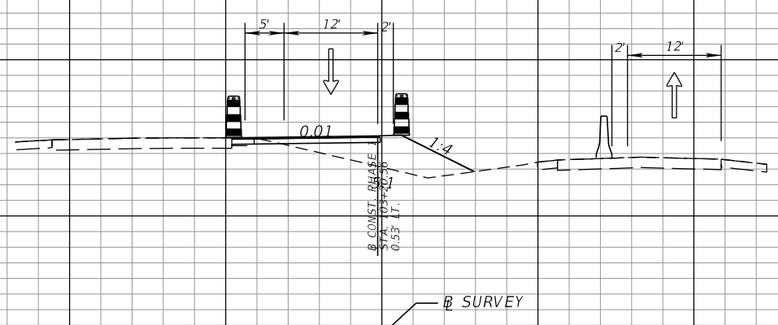
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL CROSS SECTIONS

SHEET NO. 61







SCALE
1" = 20' Horizontal
1" = 10' Vertical

PHASE 2

160 140 120 100 80 60 40 20 0 20 40 60 80 100 120

REVISIONS			
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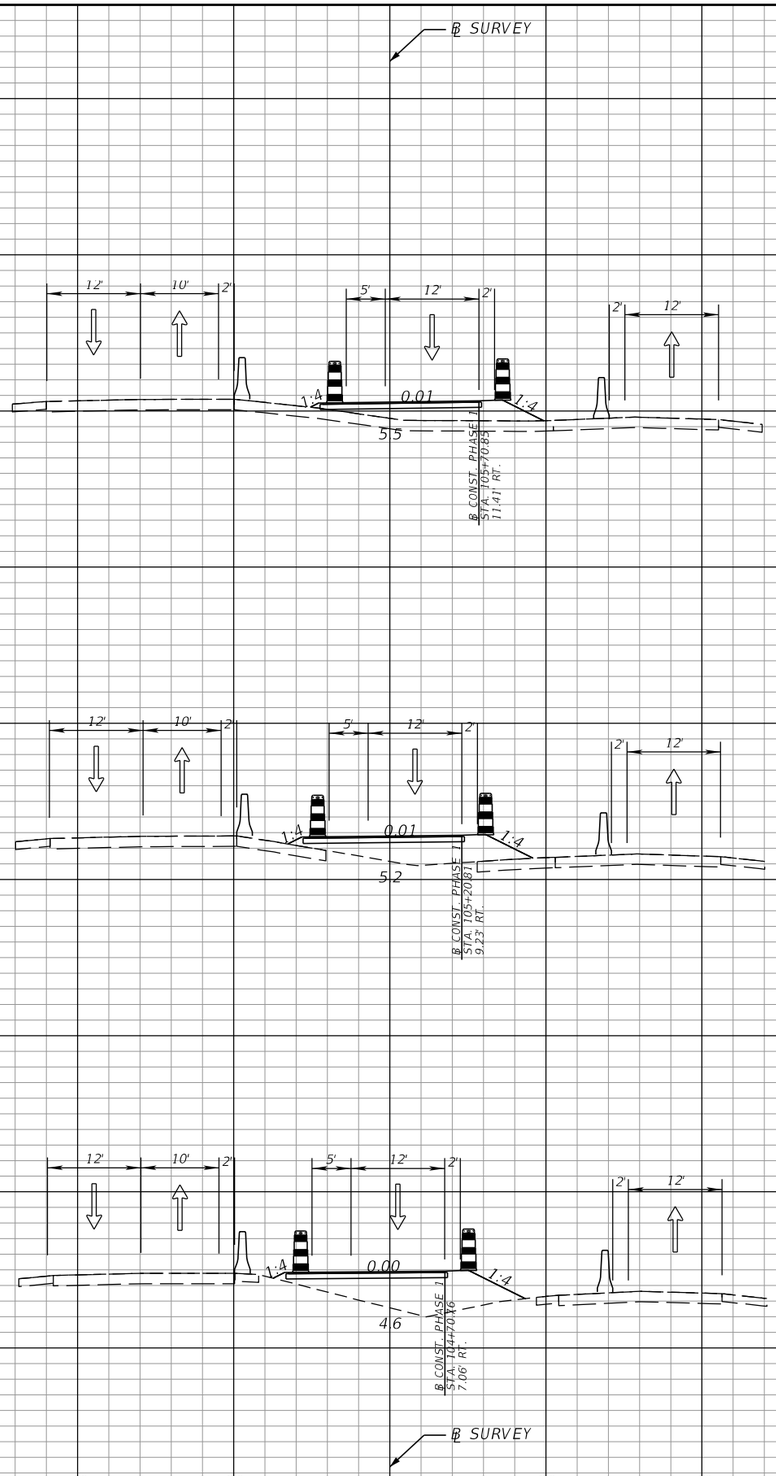
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL CROSS SECTIONS

SHEET NO. 62

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SCALE
1" = 20' Horizontal
1" = 10' Vertical

PHASE 2

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DATE	DESCRIPTION	DATE	DESCRIPTION

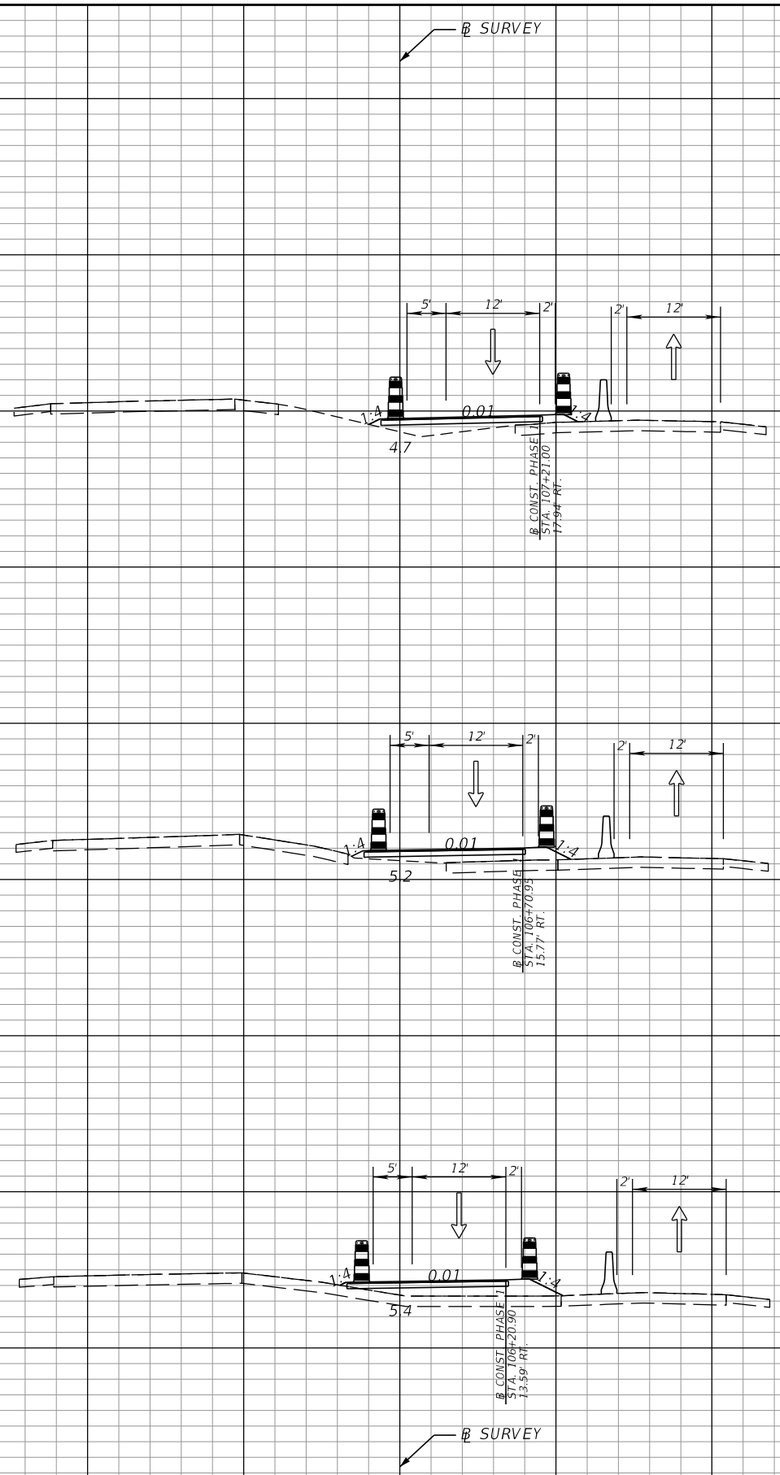
MICHAEL HERON, P.E. 56182
STV INCORPORATED
111 NORTH ORANGE AVENUE, SUITE 1450
ORLANDO, FL 32801
(321) 418-6604
CERTIFICATE OF AUTHORIZATION NO. 390

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL CROSS SECTIONS

SHEET NO. 63



SCALE
1" = 20' Horizontal
1" = 10' Vertical

PHASE 2

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CERTIFICATE OF AUTHORIZATION NO. 390

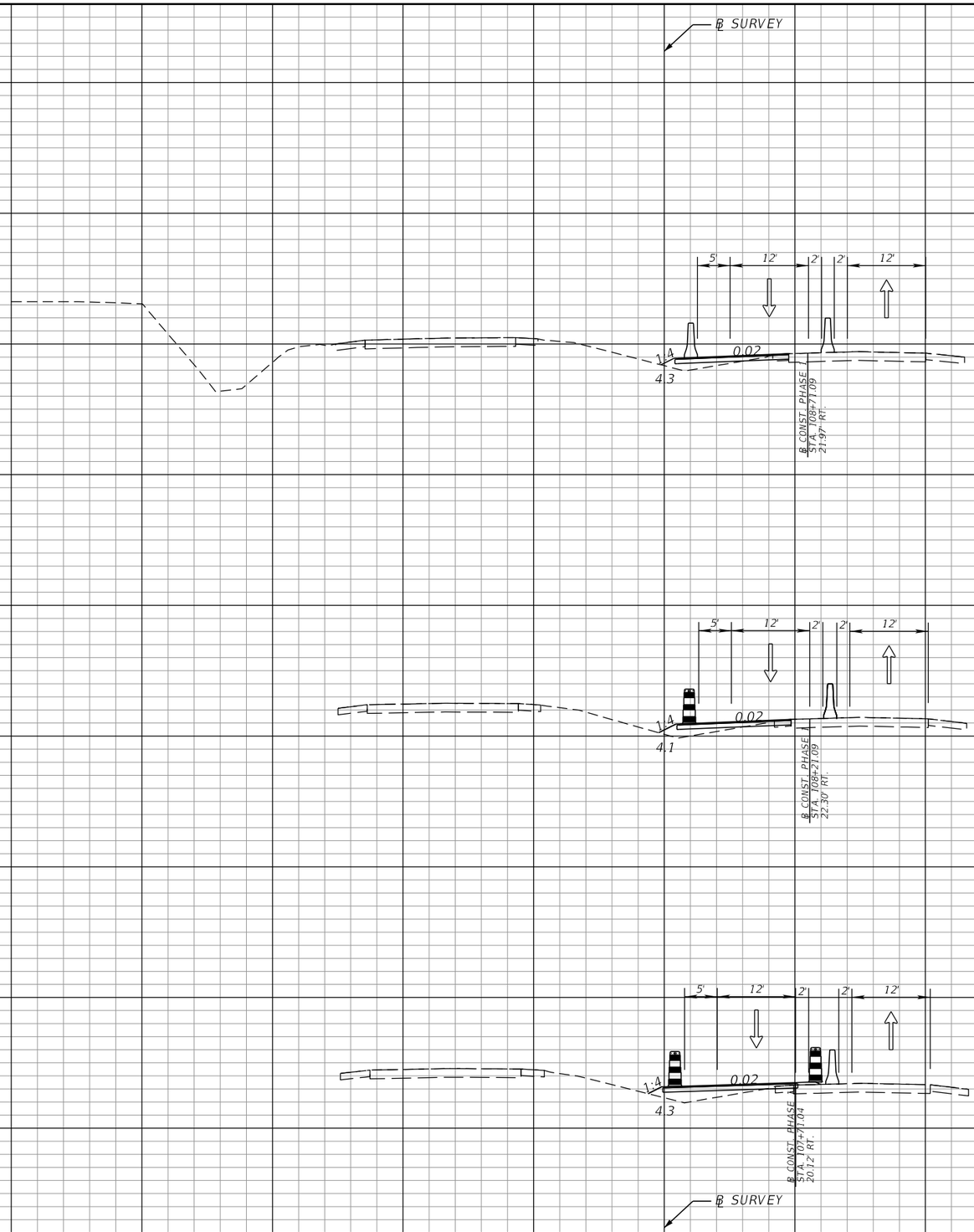
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL CROSS SECTIONS

SHEET NO. 64

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

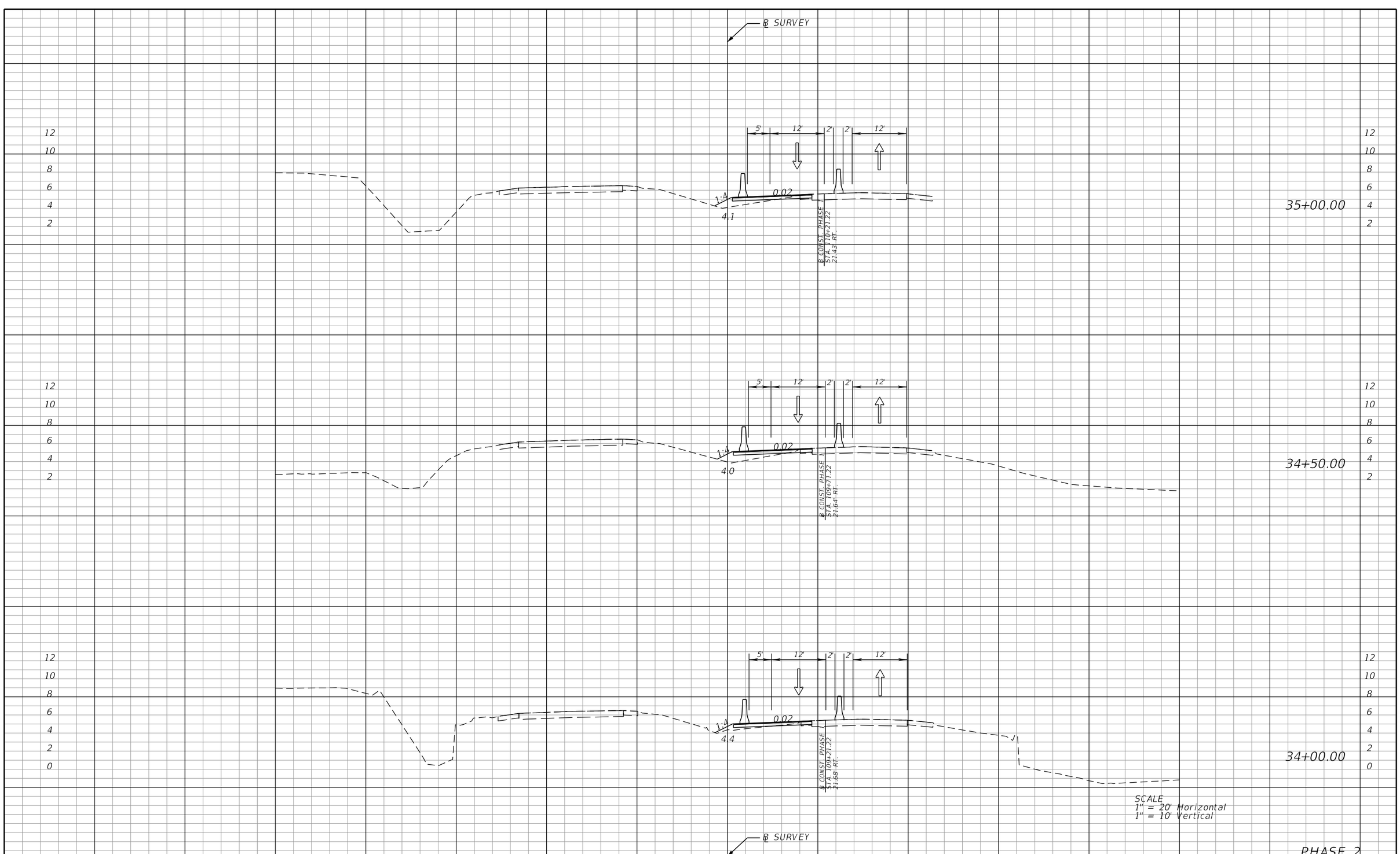
MICHAEL HERON, P.E. 56182
STV INCORPORATED
111 NORTH ORANGE AVENUE, SUITE 1450
ORLANDO, FL 32801
(321) 418-6604
CERTIFICATE OF AUTHORIZATION NO. 390

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL CROSS SECTIONS

SHEET NO. 65



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DATE	DESCRIPTION	DATE	DESCRIPTION

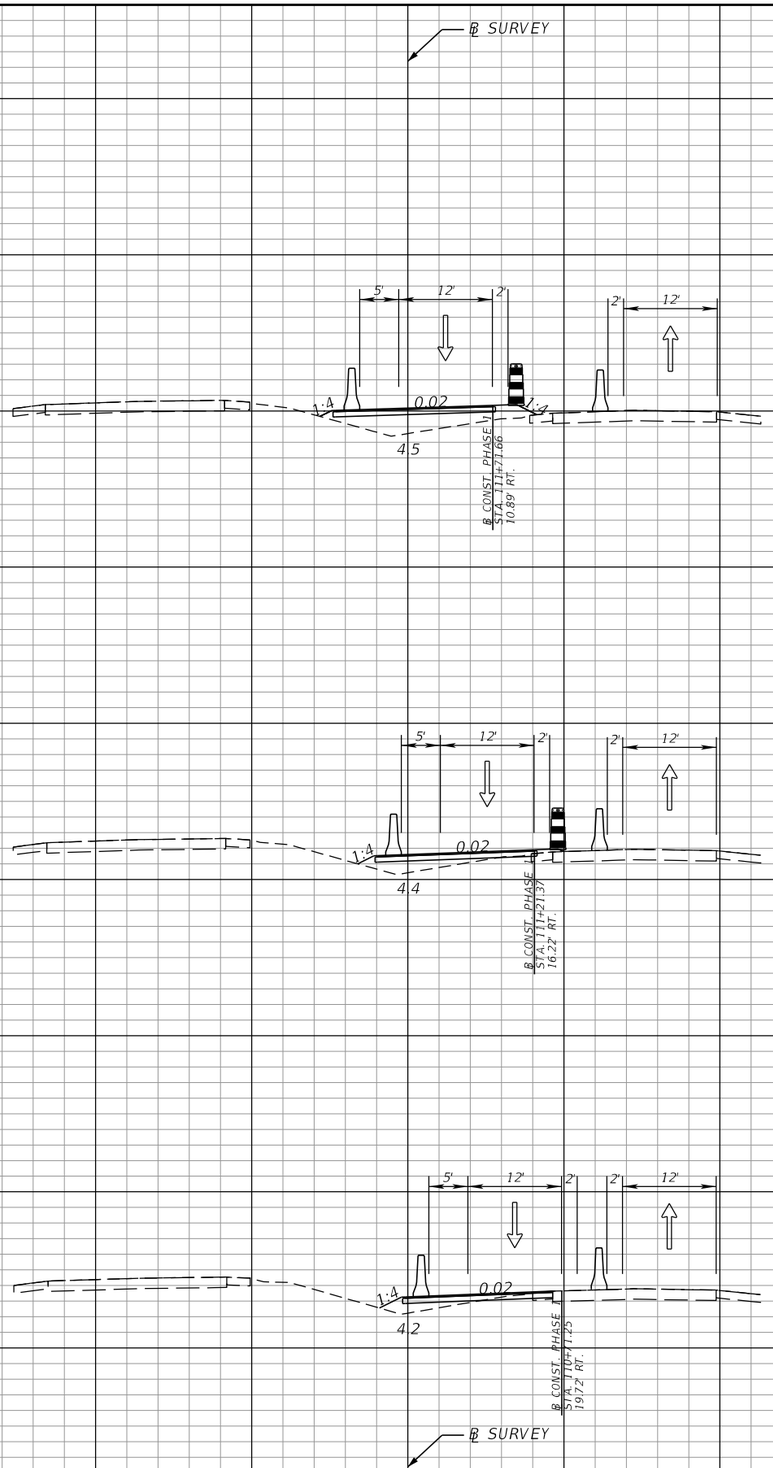
MICHAEL HERON, P.E. 56182
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ORLANDO, FL 32801
(321) 418-6604
CERTIFICATE OF AUTHORIZATION NO. 390

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL CROSS SECTIONS

SHEET NO. 66



SCALE
1" = 20' Horizontal
1" = 10' Vertical

PHASE 2

160 140 120 100 80 60 40 20 0 20 40 60 80 100 120

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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111 NORTH ORANGE AVENUE, SUITE 1450
ORLANDO, FL 32801
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CERTIFICATE OF AUTHORIZATION NO. 390

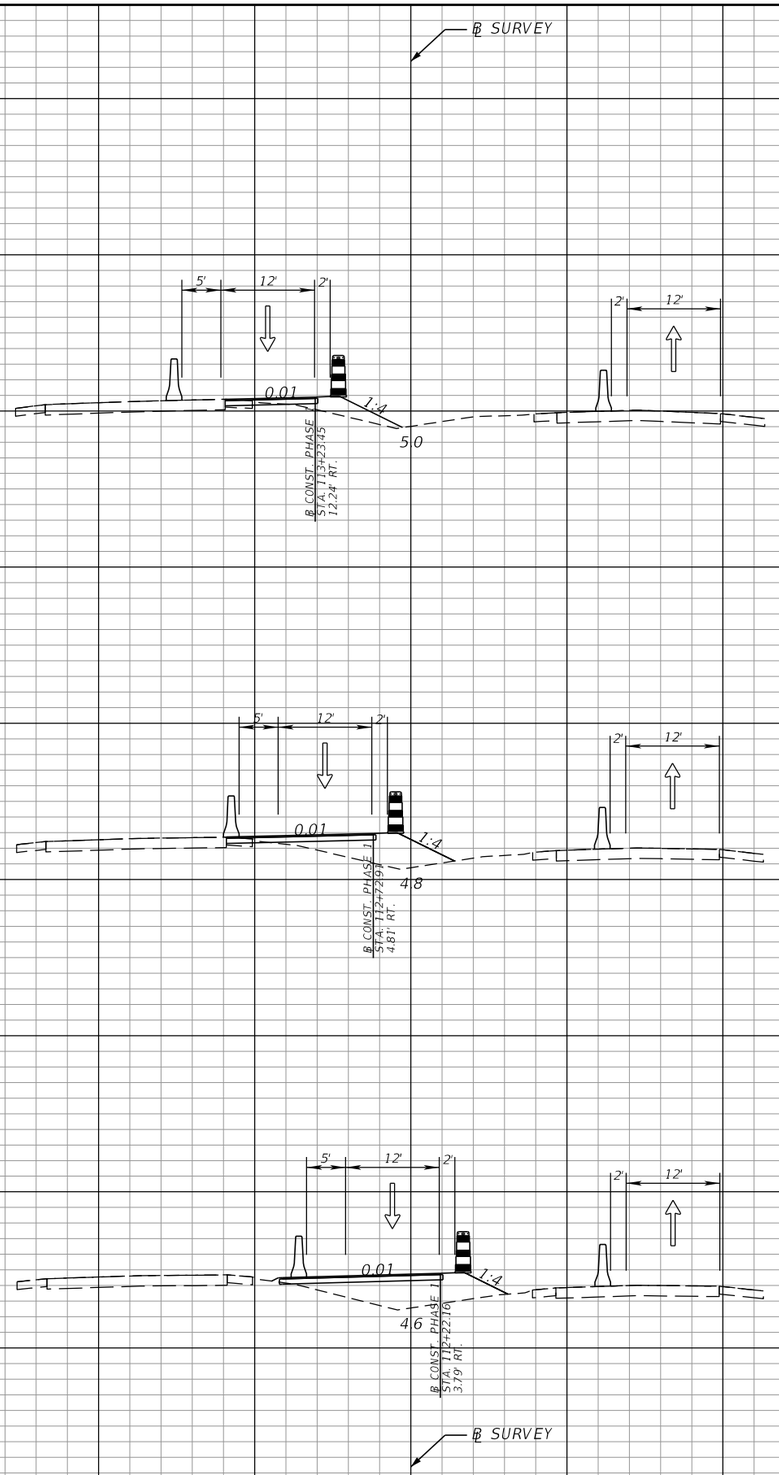
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL CROSS SECTIONS

SHEET NO. 67

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SCALE
1" = 20' Horizontal
1" = 10' Vertical

PHASE 2

REVISIONS			
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ORLANDO, FL 32801
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CERTIFICATE OF AUTHORIZATION NO. 390

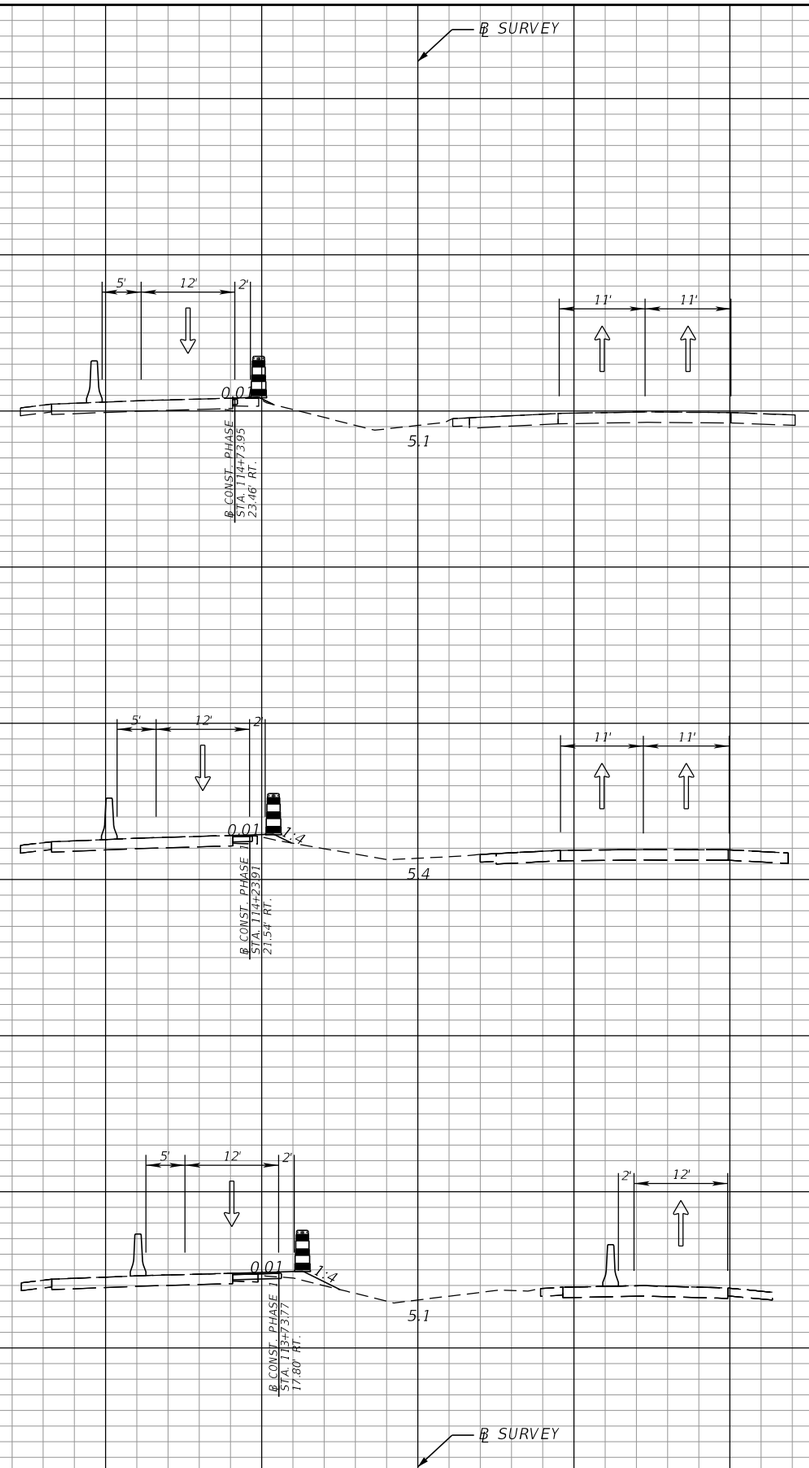
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL CROSS SECTIONS

SHEET NO. 68

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SCALE
1" = 20' Horizontal
1" = 10' Vertical

PHASE 2

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

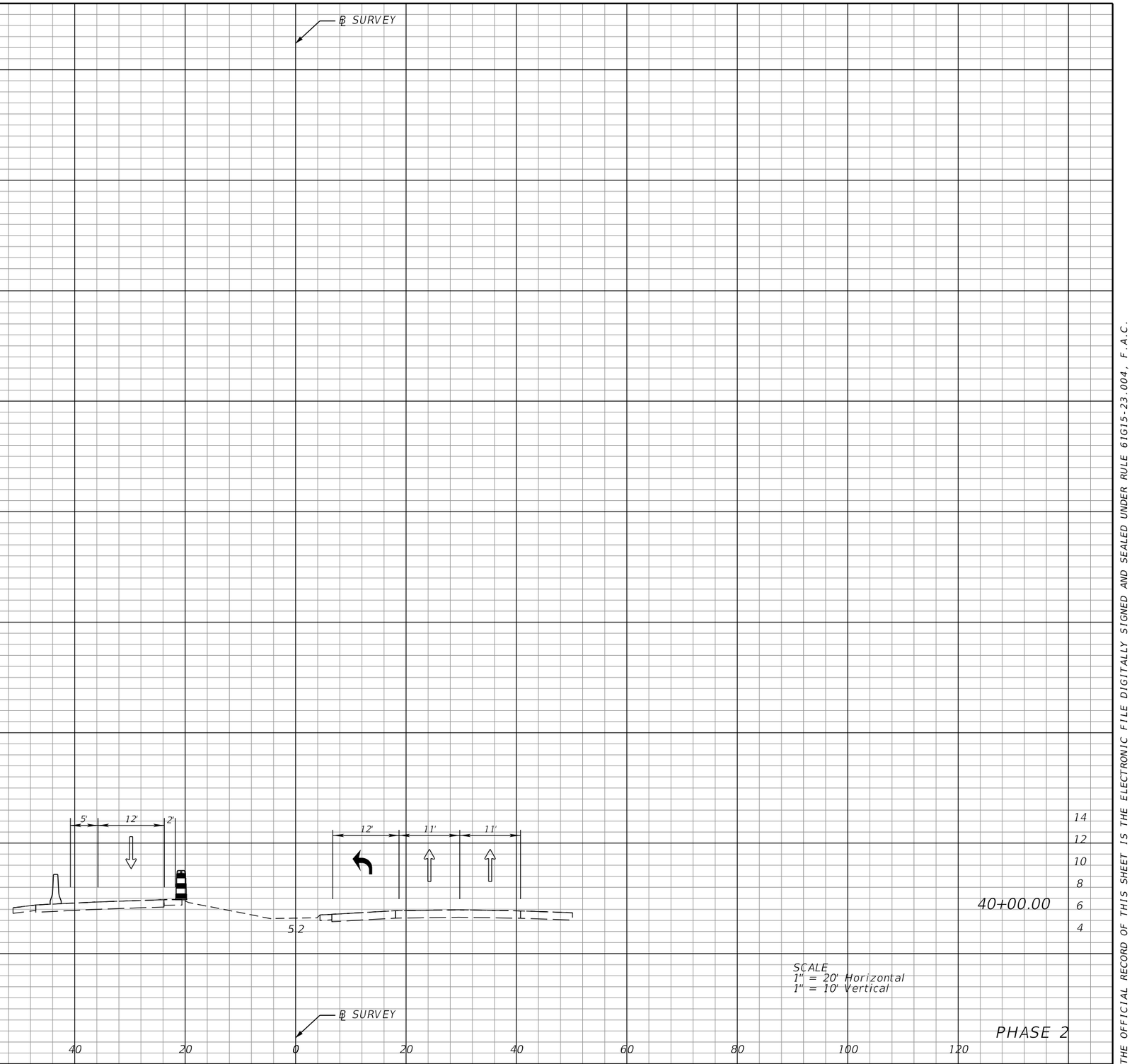
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ORLANDO, FL 32801
(321) 418-6604
CERTIFICATE OF AUTHORIZATION NO. 390

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL CROSS SECTIONS

SHEET NO. 69



SCALE
1" = 20' Horizontal
1" = 10' Vertical

PHASE 2

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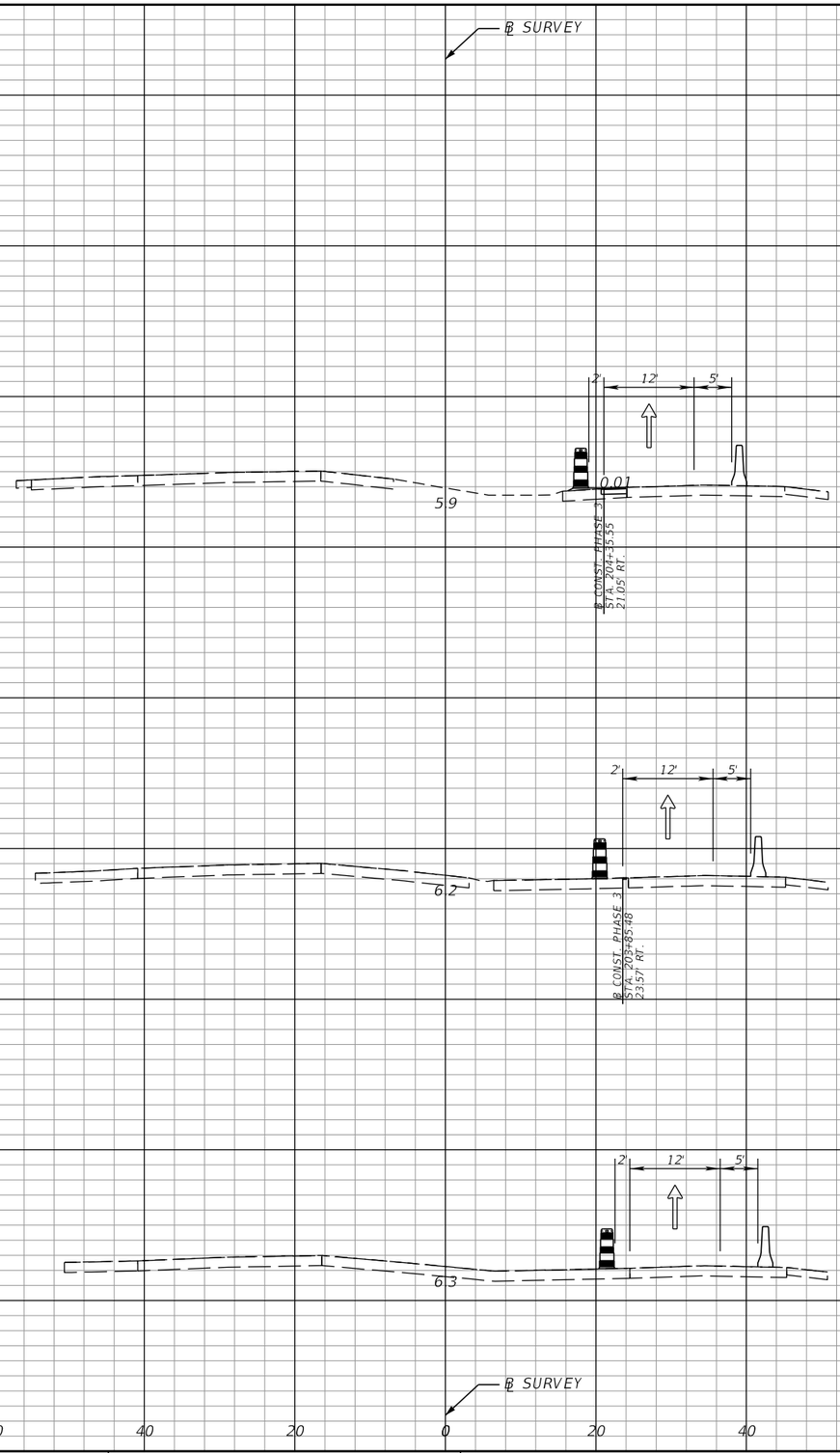
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111 NORTH ORANGE AVENUE, SUITE 1450
ORLANDO, FL 32801
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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL CROSS SECTIONS

SHEET NO. 70



PHASE 3B

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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(321) 418-6604
CERTIFICATE OF AUTHORIZATION NO. 390

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

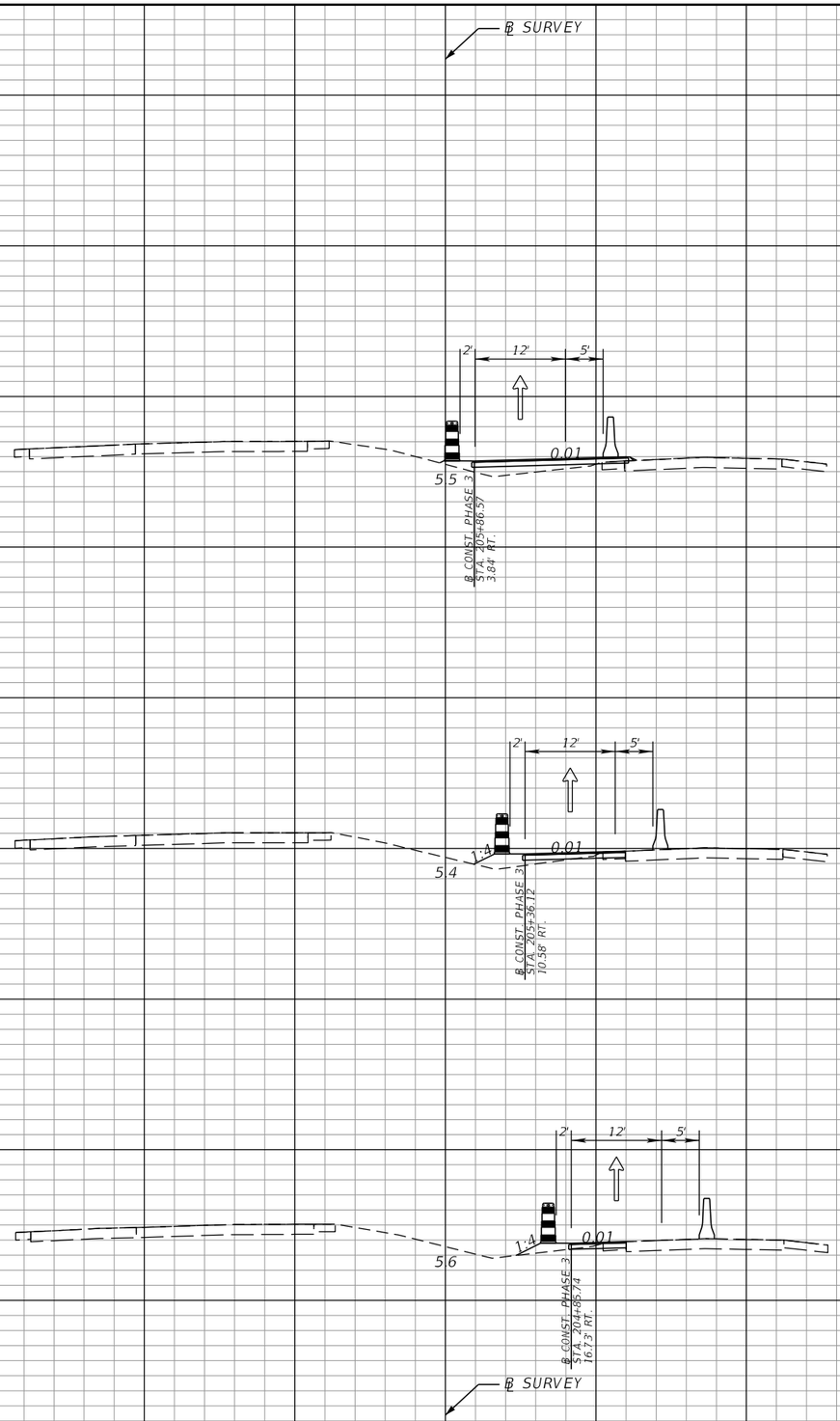
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL CROSS SECTIONS

SHEET NO. 71

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SCALE
1" = 20' Horizontal
1" = 10' Vertical

PHASE 3B

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

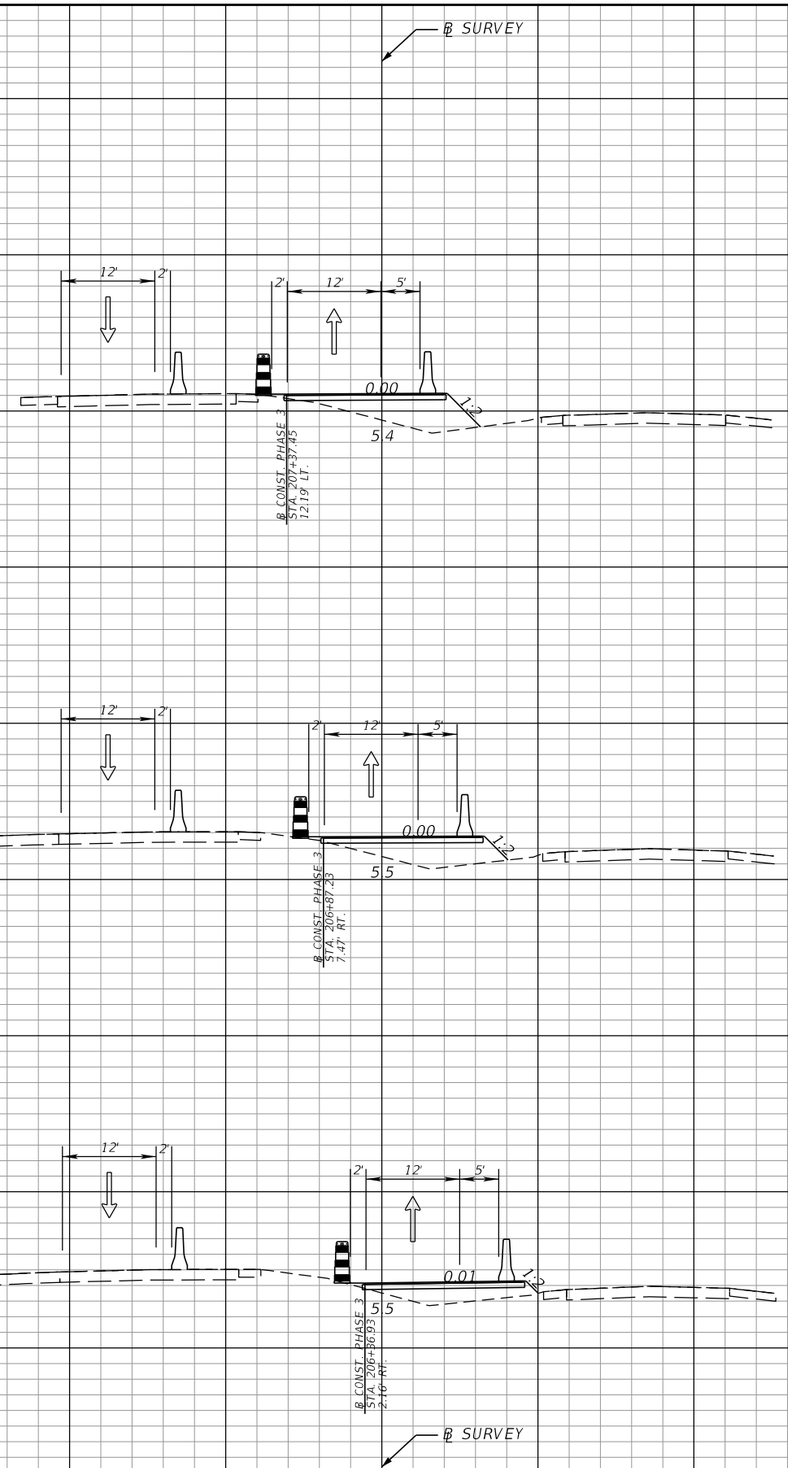
MICHAEL HERON, P.E. 56182
STV INCORPORATED
111 NORTH ORANGE AVENUE, SUITE 1450
ORLANDO, FL 32801
(321) 418-6604
CERTIFICATE OF AUTHORIZATION NO. 390

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL CROSS SECTIONS

SHEET NO. 72



SCALE
1" = 20' Horizontal
1" = 10' Vertical

PHASE 3B

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

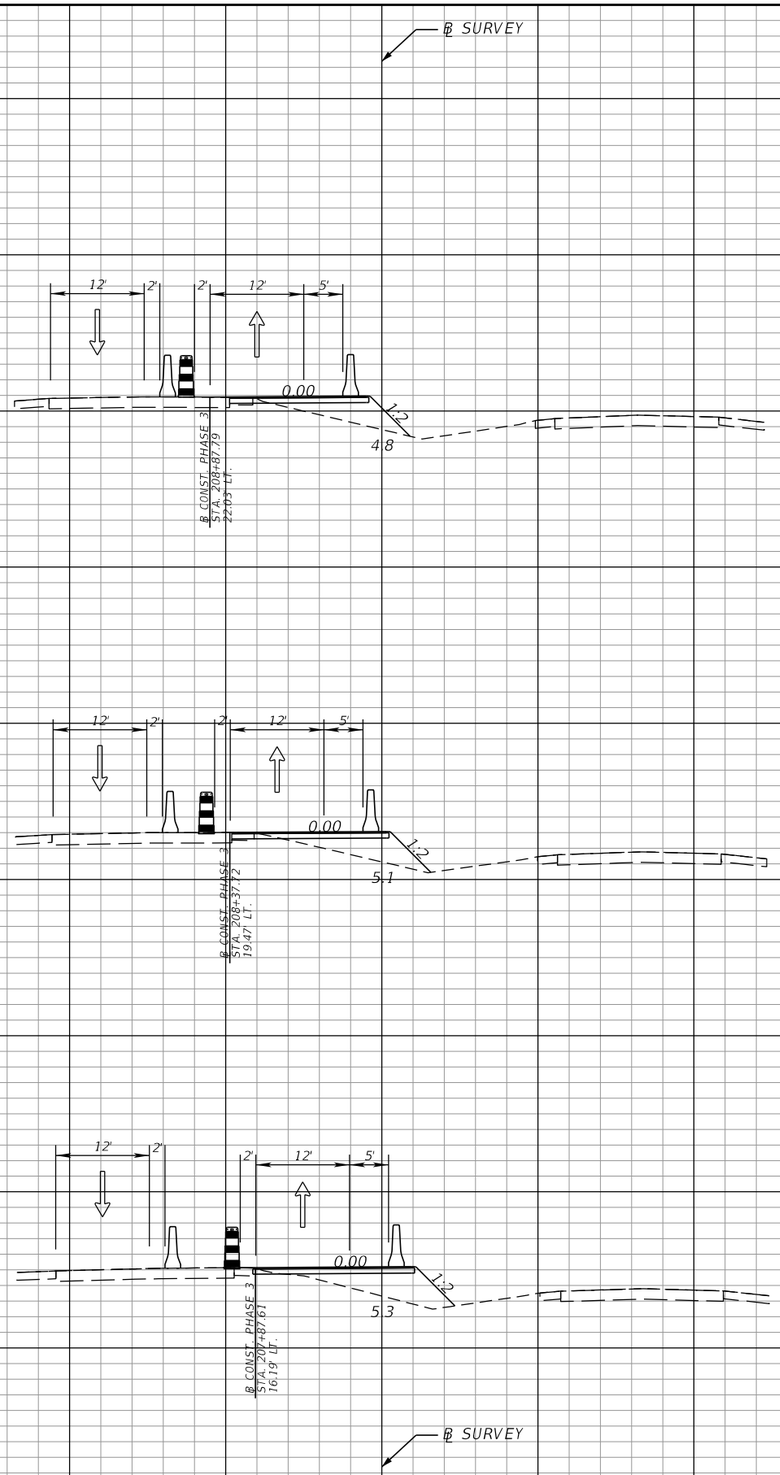
MICHAEL HERON, P.E. 56182
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ORLANDO, FL 32801
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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL CROSS SECTIONS

SHEET NO. 73



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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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STV INCORPORATED
111 NORTH ORANGE AVENUE, SUITE 1450
ORLANDO, FL 32801
(321) 418-6604
CERTIFICATE OF AUTHORIZATION NO. 390

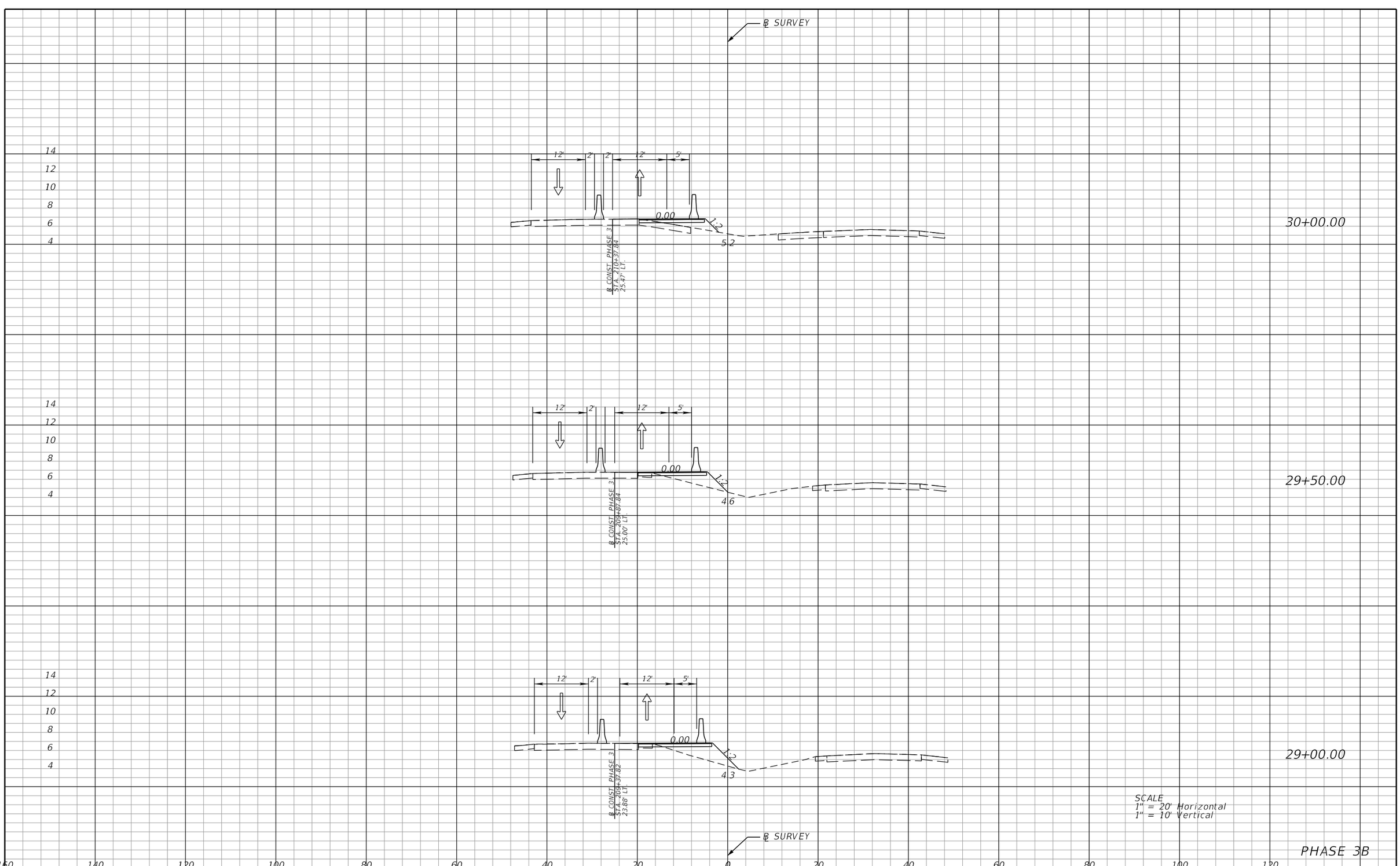
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL CROSS SECTIONS

SHEET NO. 74

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SCALE
1" = 20' Horizontal
1" = 10' Vertical

PHASE 3B

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

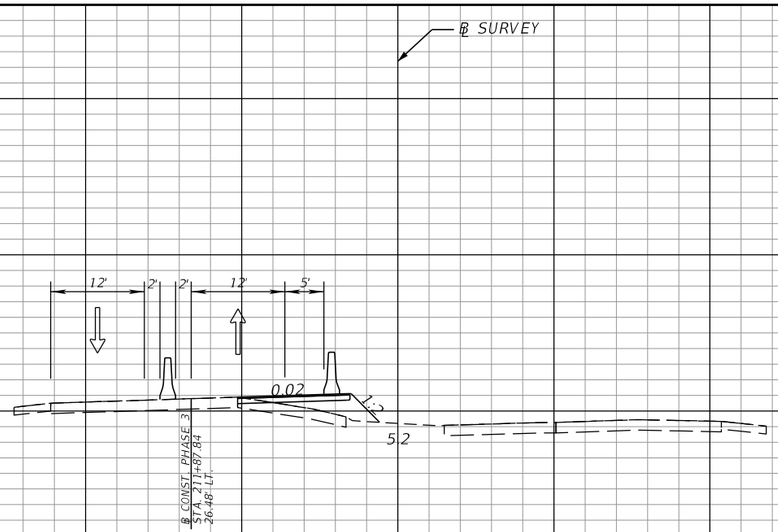
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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

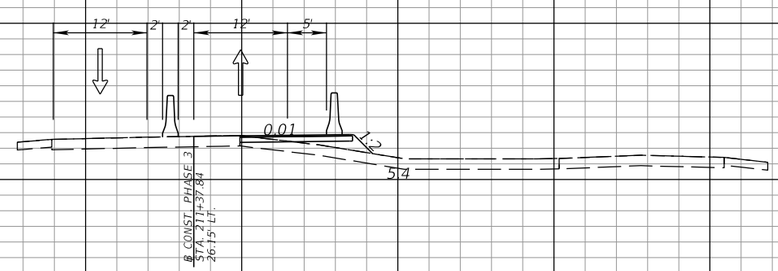
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL CROSS SECTIONS

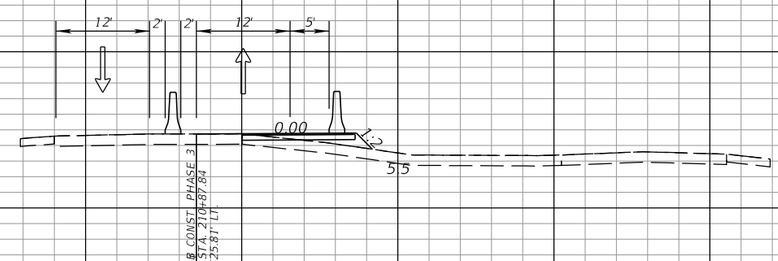
SHEET NO. 75



31+50.00



31+00.00



30+50.00

SCALE
1" = 20' Horizontal
1" = 10' Vertical



PHASE 3B

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REVISIONS			
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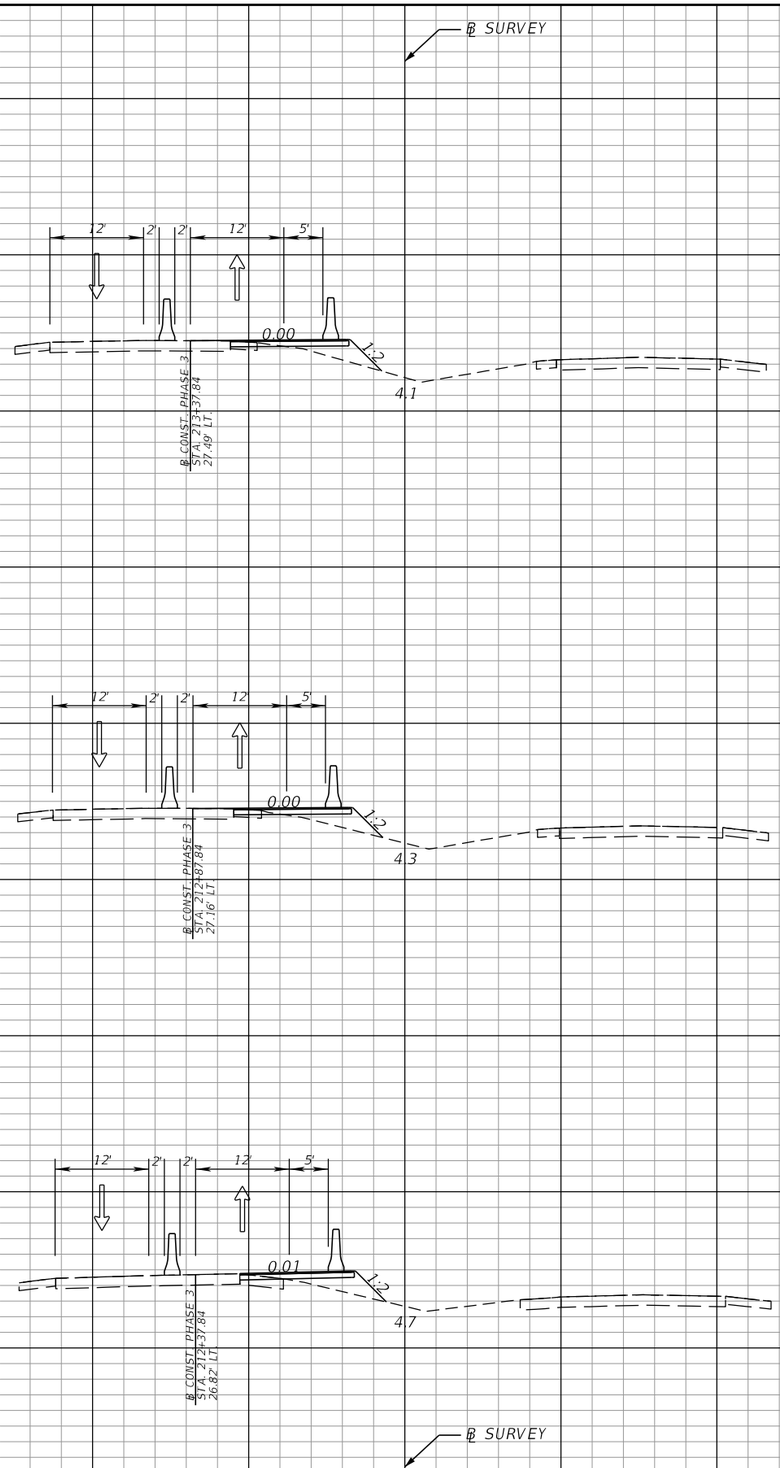
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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL CROSS SECTIONS

SHEET NO. 76



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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

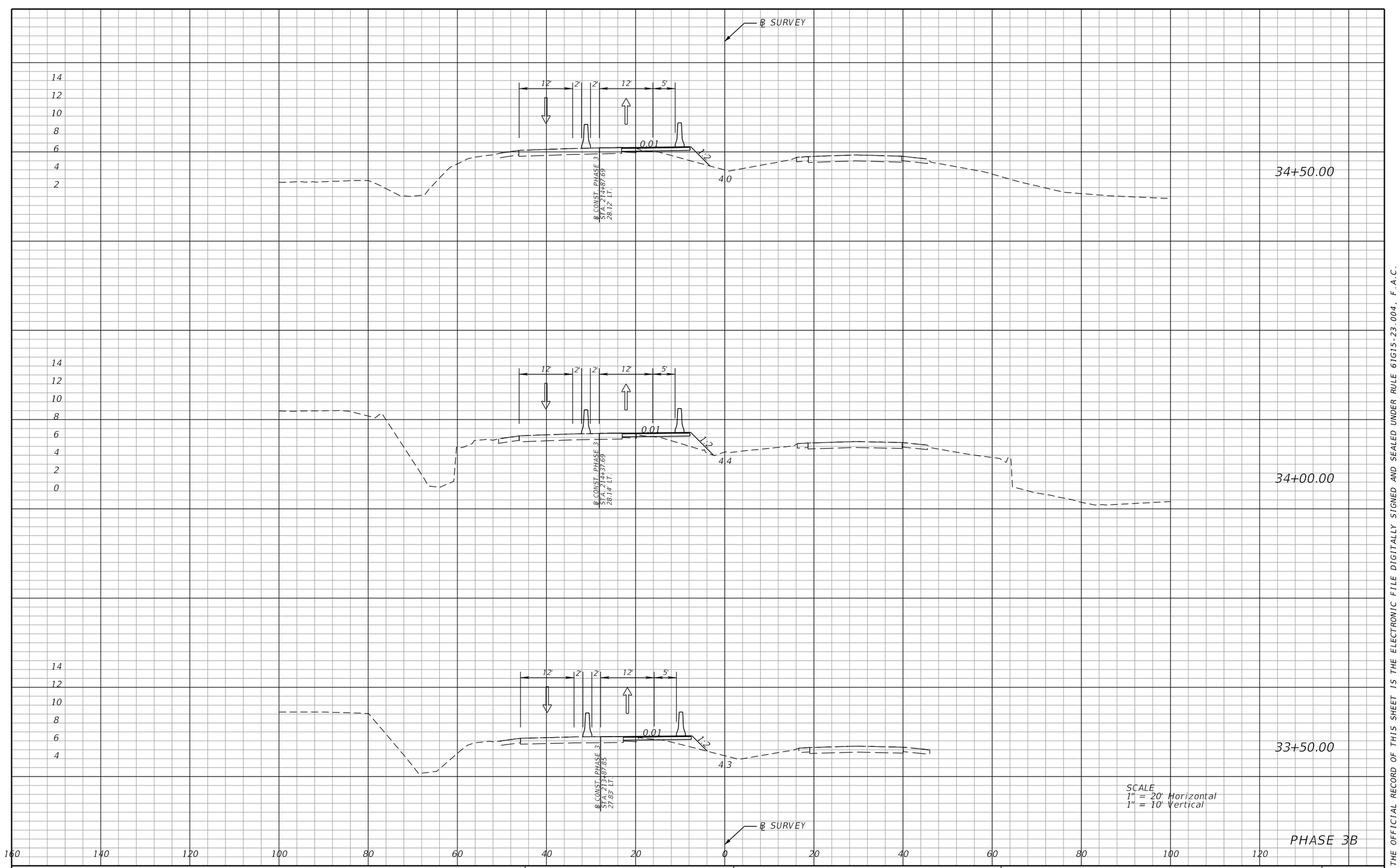
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STATE OF FLORIDA
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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL CROSS SECTIONS

SHEET NO. 77



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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

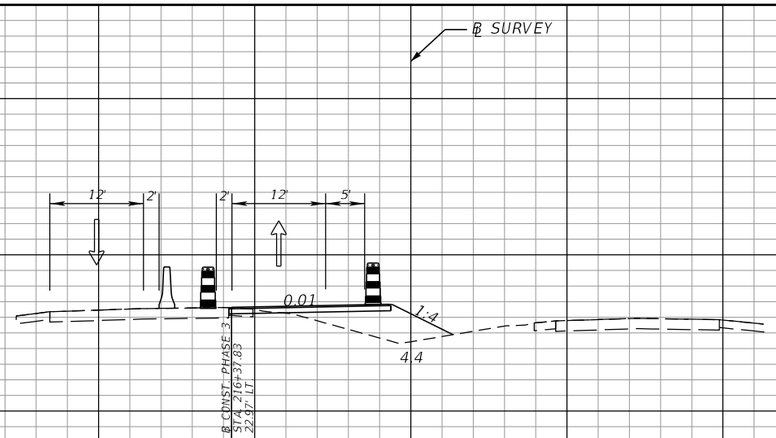
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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

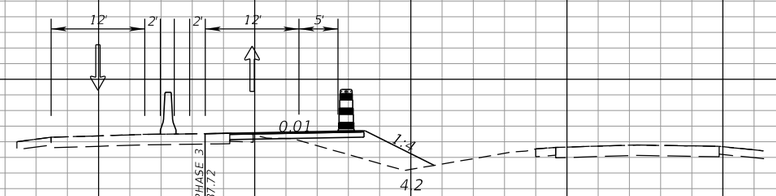
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL CROSS SECTIONS

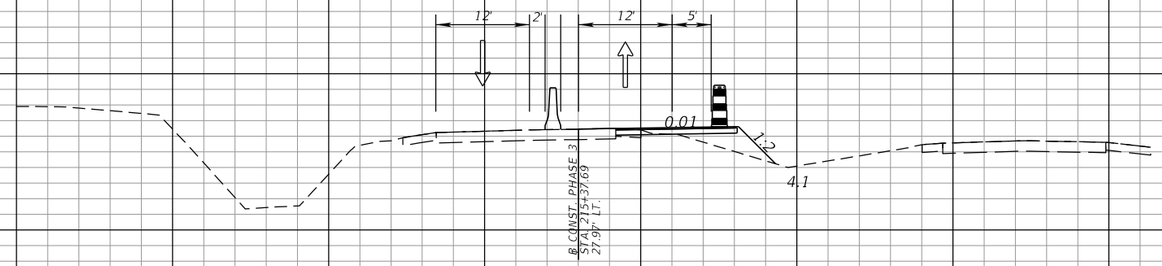
SHEET NO. 78



36+00.00



35+50.00



35+00.00

SCALE
1" = 20' Horizontal
1" = 10' Vertical

PHASE 3B

160 140 120 100 80 60 40 20 0 20 40 60 80 100 120

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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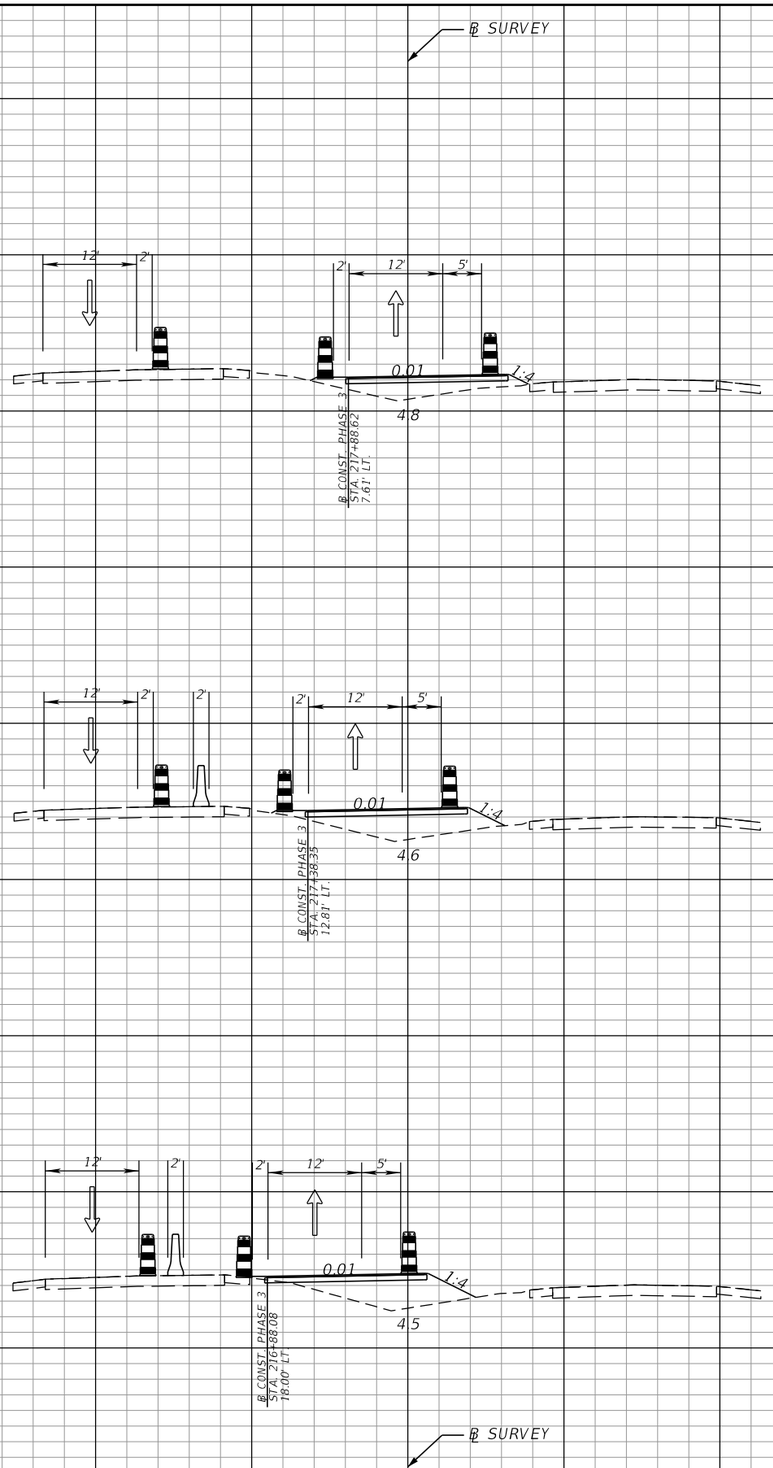
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL CROSS SECTIONS

SHEET NO. 79

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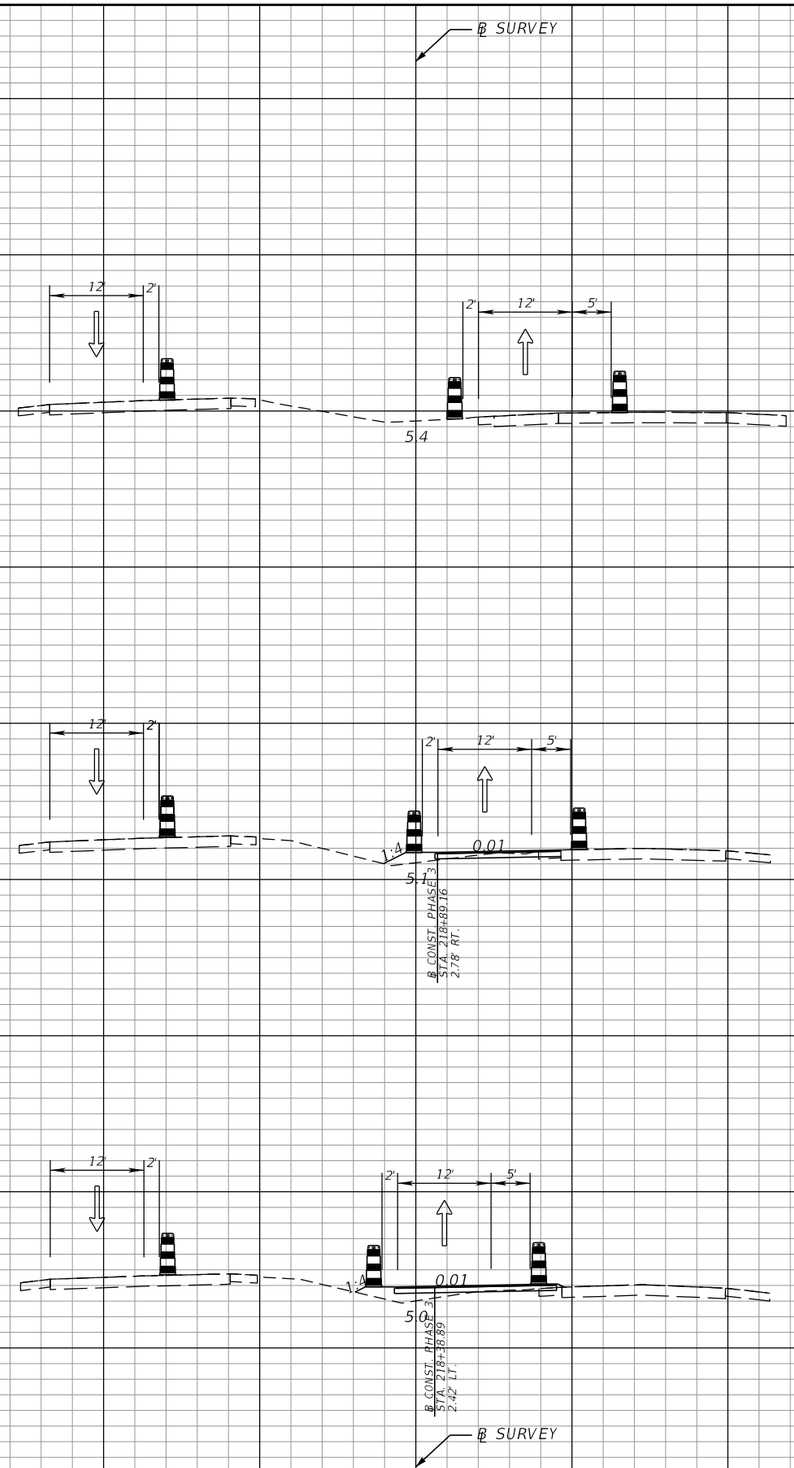
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL CROSS SECTIONS

SHEET NO. 80

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14 12 10 8 6 4

160 140 120 100 80 60 40 20 0 20 40 60 80 100 120

SCALE
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1" = 10' Vertical

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REVISIONS			
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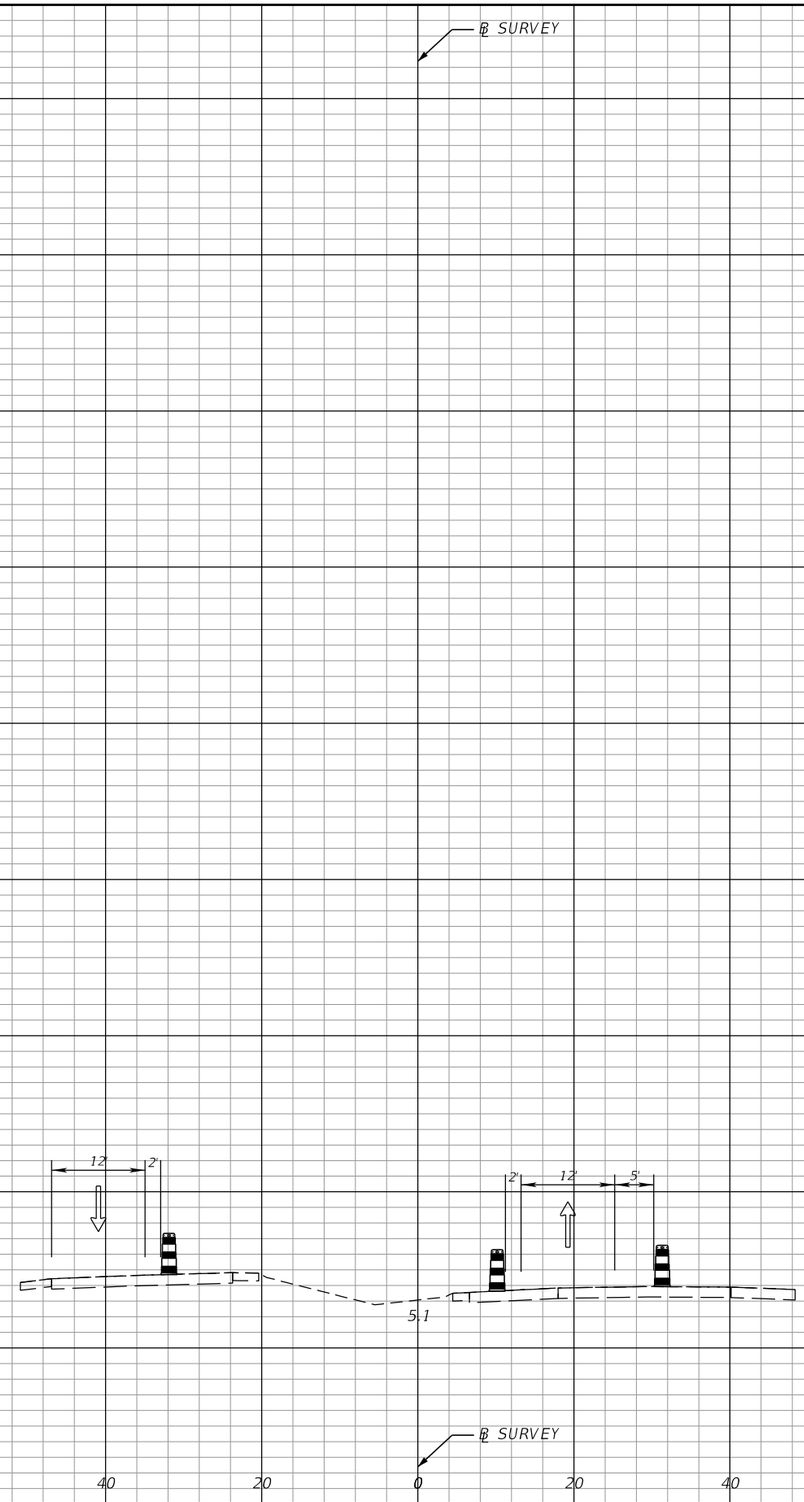
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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL CROSS SECTIONS

SHEET NO. 81



39+50.00

SCALE
1" = 20' Horizontal
1" = 10' Vertical

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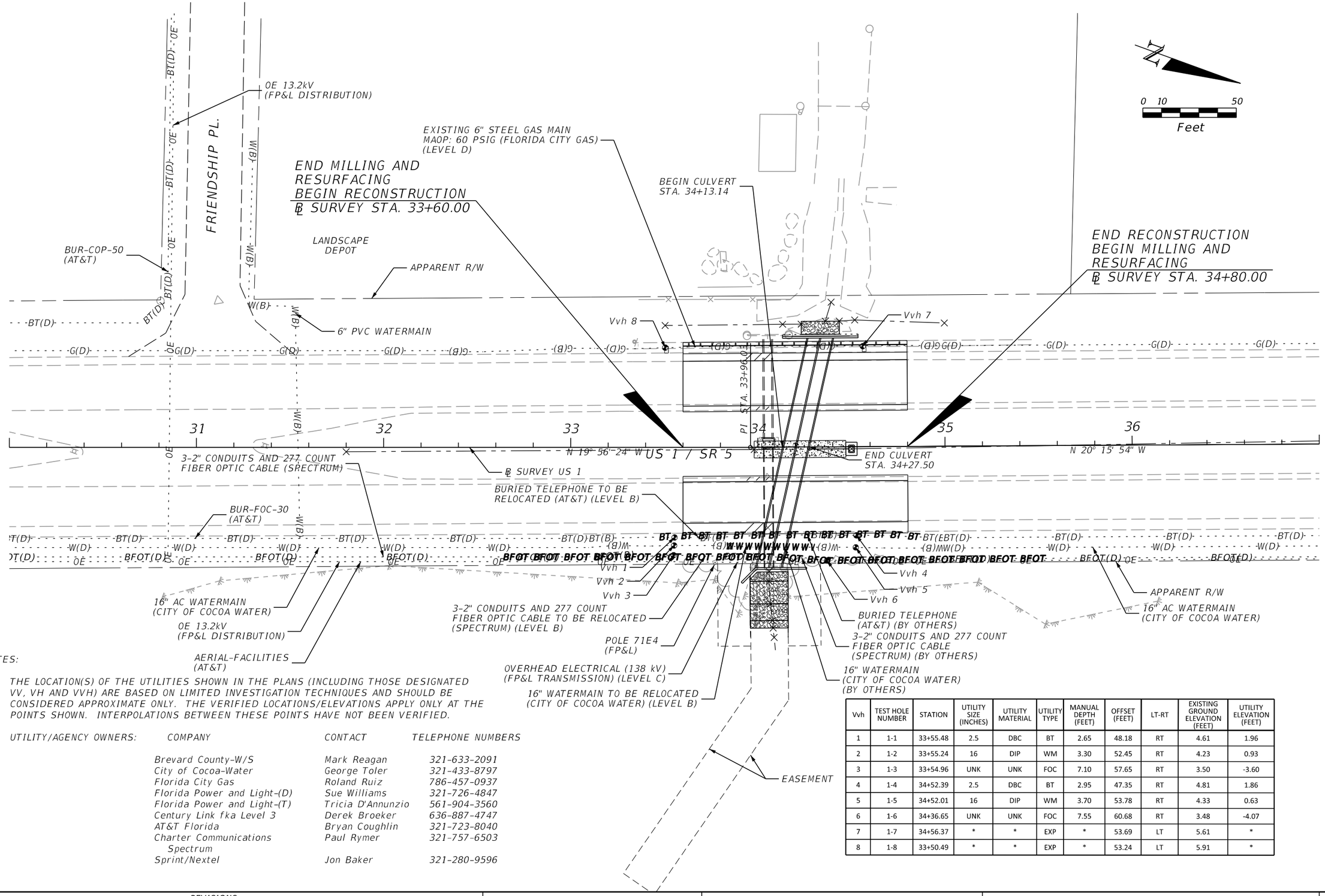
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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

TEMPORARY TRAFFIC CONTROL CROSS SECTIONS

SHEET NO. 82



NOTES:

1. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED VV, VH AND VVH) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.

2. UTILITY/AGENCY OWNERS:

COMPANY	CONTACT	TELEPHONE NUMBERS
Brevard County-W/S	Mark Reagan	321-633-2091
City of Cocoa-Water	George Toler	321-433-8797
Florida City Gas	Roland Ruiz	786-457-0937
Florida Power and Light-(D)	Sue Williams	321-726-4847
Florida Power and Light-(T)	Tricia D'Annunzio	561-904-3560
Century Link fka Level 3	Derek Broeker	636-887-4747
AT&T Florida	Bryan Coughlin	321-723-8040
Charter Communications Spectrum	Paul Rymer	321-757-6503
Sprint/Nextel	Jon Baker	321-280-9596

Vvh	TEST HOLE NUMBER	STATION	UTILITY SIZE (INCHES)	UTILITY MATERIAL	UTILITY TYPE	MANUAL DEPTH (FEET)	OFFSET (FEET)	LT-RT	EXISTING GROUND ELEVATION (FEET)	UTILITY ELEVATION (FEET)
1	1-1	33+55.48	2.5	DBC	BT	2.65	48.18	RT	4.61	1.96
2	1-2	33+55.24	16	DIP	WM	3.30	52.45	RT	4.23	0.93
3	1-3	33+54.96	UNK	UNK	FOC	7.10	57.65	RT	3.50	-3.60
4	1-4	34+52.39	2.5	DBC	BT	2.95	47.35	RT	4.81	1.86
5	1-5	34+52.01	16	DIP	WM	3.70	53.78	RT	4.33	0.63
6	1-6	34+36.65	UNK	UNK	FOC	7.55	60.68	RT	3.48	-4.07
7	1-7	34+56.37	*	*	EXP	*	53.69	LT	5.61	*
8	1-8	33+50.49	*	*	EXP	*	53.24	LT	5.91	*

REVISIONS			
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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

UTILITY ADJUSTMENTS

SHEET NO. 83

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SUMMARY OF LUMP SUM ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	QUANTITY		DESIGN NOTES	CONSTRUCTION REMARKS
		P	F		
0101-1	MOBILIZATION	1			

SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PHASE I			PHASE II			TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
			DURATION	QUANTITY	TOTAL	DURATION	QUANTITY	TOTAL				
			DAYS	P	P	DAYS	P	P	P	F		
0102 1	MAINTENANCE OF TRAFFIC	LS							1			
0102-2-1	SPECIAL DETOUR 1 43793715201			1	1				1			
0102-2-2	SPECIAL DETOUR 2 43793715201						1	1	1			
0102 60	WORK ZONE SIGN	ED	70	77	5390	50	108	5400	10790			
0102 61	BUSINESS SIGNS	EA		3	3				3			
0102 71 15	TEMPORARY BARRIER, F&I, ANCHORED	LF		1258	1258		1104	1104	2362			
0102 71 25	TEMPORARY BARRIER, RELOCATE, ANCHORED	LF										
0102 74 1	CHANNELIZING DEVICE - TYPES I, II, D1, VP, DRUM, OR LCD	ED	70	91	6370	50	127	6350	12720			
0102 74 2	CHANNELIZING DEVICE - TYPE III, 6'	ED	70	8	560	50	14	700	1260			
0102-76	ARROW BOARD / ADVANCE WARINIG ARROW PANEL	ED	70	2	140	50	2	100	240			
0102-78	TEMPORARY RETROREFLECTIVE PAVEMENT MARKER	EA		136	136		638	638	774			
0102 99	PORTABLE CHANGEBLE MESSAGE SIGN, TEMPORARY	ED	70	2	140	50	2	100	240			
0710 11 101	PAINTED PAVT MARKINGS, STD, WHITE, SOLID, 6"	GM					0.558	0.558	0.558			
0710 11 125	PAINTED PAVT MARKINGS, WHITE, SOLID FOR STOP LINES OR CROSSWALK, 24"	LF					27	27	27			
0710-11-180	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, YIELD LINE	LF					15	15	15			
0710 11 201	PAINTED PAVT MARKINGS, STD, YELLOW, SOLID, 6"	GM		1.012	1.012		0.929	0.929	1.940			

SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PHASE III			PHASE IV			TOTAL		GRAND TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
			DURATION	QUANTITY	TOTAL	DURATION	QUANTITY	TOTAL						
			DAYS	P	P	DAYS	P	P	P	F	P	F		
0102 1	MAINTENANCE OF TRAFFIC	LS									1		200 DAYS TOTAL	
0102-2-1	SPECIAL DETOUR 1 43793715201										1			
0102-2-2	SPECIAL DETOUR 2 43793715201										1			
0102 60	WORK ZONE SIGN	ED	40	76	3040	40	10	400	3440		14230			
0102 61	BUSINESS SIGNS	EA									3			
0102 71 15	TEMPORARY BARRIER, F&I, ANCHORED	LF									2362			
0102 71 25	TEMPORARY BARRIER, RELOCATE, ANCHORED	LF		2336.0	2336				2336		2336			
0102 74 1	CHANNELIZING DEVICE - TYPES I, II, D1, VP, DRUM, OR LCD	ED	40	122	4880	40	65	2600	7480		20200			
0102 74 2	CHANNELIZING DEVICE - TYPE III, 6'	ED	40	10	400				400		1660			
0102-76	ARROW BOARD / ADVANCE WARINIG ARROW PANEL	ED	40	2	80	40	2	80	160		400			
0102-78	TEMPORARY RETROREFLECTIVE PAVEMENT MARKER	EA		670	670				670		1444			
0102 99	PORTABLE CHANGEBLE MESSAGE SIGN, TEMPORARY	ED	40	2	80	40	1	40	120		360			
0710 11 101	PAINTED PAVT MARKINGS, STD, WHITE, SOLID, 6"	GM		0.564	0.564				0.564		1.122			
0710 11 125	PAINTED PAVT MARKINGS, WHITE, SOLID FOR STOP LINES OR CROSSWALK, 24"	LF		13	13						27			
0710-11-180	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, YIELD LINE	LF									15			
0710 11 201	PAINTED PAVT MARKINGS, STD, YELLOW, SOLID, 6"	GM		0.809	0.809				0.809		2.749			

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

SUMMARY OF QUANTITIES

SHEET NO. SQ1

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SUMMARY OF TEMPORARY CRASH CUSHIONS

TTC PHASE	STATION	OFFSET (FT)	SIDE	WORK ZONE SPEED (MPH)	TEST LEVEL (TL-2 OR TL-3)	WIDTH OF HAZARD (IN)	LENGTH RESTRICTION (FT)	TEMPORARY CRASH CUSHION 0102 89 1		DESIGN NOTES	CONSTRUCTION REMARKS
								P	F		
I	26+03.11	18.29	RT	50	TL-3	24.00	N/A	1.0			
II	26+03.11	18.29	RT	50	TL-3	24.00	N/A	1.0			
II	31+71.98	20.66	LT	50	TL-3	24.00	N/A	1.0			
II	41+70.18	53.58	LT	50	TL-3	24.00	N/A	1.0			
III	21+79.66	47.99	RT	50	TL-3	24.00	N/A	1.0			
III	25+99.00	25.96	LT	50	TL-3	24.00	N/A	1.0			
III	28+18.75	1.93	LT	50	TL-3	24.00	N/A	1.0			
III	37+22.36	20.70	LT	50	TL-3	24.00	N/A	1.0			
							SUB-TOTAL:	8.0			
							TOTAL:	8			

SUMMARY OF EROSION AND SEDIMENT CONTROL DEVICES

LOCATION STA. TO STA.	SIDE	AREA ID	INLET PROTECTION SYSTEM 0104 18 EA		DESIGN NOTES	CONSTRUCTION REMARKS
			P	F		
39+24.64 to 39+44.29	LT/RT		1			
49+35.33 to 49+54.32	LT/RT		1			
21+31.13 to 21+51.37	LT/RT		1			
		SUB-TOTAL:	3			
		TOTAL:	3			

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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

SUMMARY OF QUANTITIES

SHEET NO. SQ2

SUMMARY OF EROSION AND SEDIMENT CONTROL DEVICES

LOCATION STA. TO STA.	SIDE	AREA ID	SEDIMENT BARRIER 0104 10 3 LF P	SEDIMENT BARRIER 0104 10 3 LF F	FLOATING TUBIDITY BARRIER 0104 11 LF P	FLOATING TUBIDITY BARRIER 0104 11 LF F	DESIGN NOTES	CONSTRUCTION REMARKS
17+41.61 to 19+85.89	RT		247.1					
17+41.73 to 22+72.32	LT		540.2					
20+29.68 to 20+36.02	RT		9.9					
20+36.02 to 21+27.54	RT		94.0					
21+27.54 to 26+77.40	RT		549.7					
23+40.12 to 26+59.52	LT		330.1					
26+77.40 to 26+88.70	RT		15.8					
26+78.26 to 26+78.55	LT		20.6					
26+79.98 to 27+43.84	LT		63.9					
27+17.76 to 27+25.63	RT		13.3					
27+25.63 to 28+53.65	RT		131.1					
27+43.84 to 27+65.74	LT		31.9					
28+07.54 to 28+21.96	LT		14.4					
28+82.27 to 28+93.18	RT		15.0					
28+84.51 to 30+65.69	LT		181.2					
28+93.18 to 29+38.44	RT		49.5					
29+74.84 to 29+80.05	RT		11.2					
29+80.05 to 33+81.32	RT		401.3					
30+65.69 to 30+84.57	LT		24.5					
31+45.47 to 31+61.43	LT		21.5					
31+61.43 to 33+32.86	LT		171.4					
33+32.86 to 34+17.30	LT		86.2					
33+81.32 to 33+86.48	RT		12.0					
34+29.00 to 34+34.66	RT		13.3					
34+34.66 to 42+49.34	RT		815.1					
34+52.48 to 35+52.47	LT		101.1					
35+52.47 to 38+56.82	LT		304.4					
38+83.49 to 38+89.28	LT		5.8					
38+89.28 to 39+69.93	LT		80.6					
39+69.93 to 40+59.96	LT		90.0					
40+59.96 to 45+23.71	LT		464.6					
42+49.34 to 42+54.83	RT		7.1					
43+34.22 to 48+15.95	RT		483.9					
45+23.71 to 47+47.55	LT		223.8					
47+47.55 to 48+33.50	LT		85.9					
48+15.95 to 51+74.96	RT		359.0					
48+33.50 to 48+85.31	LT		51.8					
48+85.31 to 49+74.64	LT		89.3					
49+74.64 to 50+66.13	LT		91.5					
50+66.13 to 51+61.62	LT		95.5					
51+61.62 to 51+75.49	LT		13.9					
33+83.08 to 34+32.99	RT				65.1			
SUB-TOTAL:			6412.4		65.1			
TOTAL:			6413		66			

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DATE	DESCRIPTION	DATE	DESCRIPTION

MICHAEL HERON, P.E. 56182
STV INCORPORATED
111 NORTH ORANGE AVENUE, SUITE 1450
ORLANDO, FL 32801
(321) 418-6604
CERTIFICATE OF AUTHORIZATION NO. 390

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

SUMMARY OF QUANTITIES

SHEET NO. SQ3

SUMMARY OF LITTER REMOVAL AND MOWING

CONST. PHASE	LOCATION STA. TO STA.	SIDE	DURATION (DAYS)	FREQUENCY (DAYS)	LITTER REMOVAL 0107 1 AREA ID	CYCLES	AREA AC/CYCLE	TOTAL (AC) P	TOTAL (AC) F	MOWING 0107 2 AREA TOTAL (AC) P	TOTAL (AC) F	DESIGN NOTES	CONSTRUCTION REMARKS
I	13+29.97 to 14+21.82	RT	70	30	127507	2	0.015	0.030					
I	13+30.00 to 22+76.14	LT	70	30	127493	2	0.586	1.172					
I	13+30.00 to 51+75.58	LT	70	30	127767	2	0.622	1.244					
I	13+30.00 to 51+75.65	RT	70	30	127854	2	0.741	1.482					
I	13+38.59 to 22+57.07	RT	70	30	142609	2	0.502	1.004					
I	14+49.61 to 16+64.98	RT	70	30	127512	2	0.018	0.036					
I	16+98.78 to 19+85.73	RT	70	30	127519	2	0.074	0.148					
I	17+97.91 to 17+97.91	RT	70	30	142733	2	0.115	0.230					
I	20+30.63 to 26+95.98	RT	70	30	127540	2	0.205	0.410					
I	23+35.99 to 27+73.03	LT	70	30	127569	2	0.185	0.370					
I	23+48.62 to 24+31.10	RT	70	30	142631	2	0.035	0.070					
I	27+12.09 to 28+55.76	RT	70	30	127583	2	0.045	0.090					
I	27+89.75 to 28+36.33	LT	70	30	127619	2	0.019	0.038					
I	28+59.17 to 30+92.47	LT	70	30	127626	2	0.136	0.272					
I	28+77.56 to 29+39.59	RT	70	30	127592	2	0.019	0.038					
I	29+62.86 to 42+61.92	RT	70	30	127600	2	0.359	0.718					
I	31+26.49 to 51+75.73	LT	70	30	127636	2	1.313	2.626					
I	40+23.31 to 42+54.39	RT	70	30	142718	2	0.138	0.276					
I	43+31.54 to 51+75.55	RT	70	30	127654	2	0.222	0.444					
I	43+42.87 to 51+76.11	RT	70	30	142640	2	0.506	1.012					
I	43+42.87 to 51+75.62	RT	70	30	142662	2	0.103	0.206					
II	13+29.97 to 14+21.82	RT	50	30	140174	2	0.015	0.030					
II	13+30.00 to 22+76.14	LT	50	30	140160	2	0.586	1.172					
II	13+30.00 to 51+75.58	LT	50	30	140392	2	0.622	1.244					
II	13+30.00 to 51+75.65	RT	50	30	140479	2	0.741	1.482					
II	13+38.59 to 22+57.07	RT	50	30	142403	2	0.502	1.004					
II	14+49.61 to 16+64.98	RT	50	30	140179	2	0.018	0.036					
II	16+98.78 to 19+85.73	RT	50	30	140186	2	0.074	0.148					
II	17+97.91 to 17+97.91	RT	50	30	142425	2	0.115	0.230					
II	20+30.63 to 26+95.98	RT	50	30	140207	2	0.205	0.410					
II	23+35.99 to 27+73.03	LT	50	30	140236	2	0.185	0.370					
II	23+48.62 to 24+31.10	RT	50	30	142506	2	0.035	0.070					
II	27+12.09 to 28+55.76	RT	50	30	140250	2	0.045	0.090					
II	27+89.75 to 28+36.33	LT	50	30	140286	2	0.019	0.038					
II	28+59.17 to 30+92.47	LT	50	30	140293	2	0.136	0.272					
II	28+77.56 to 29+39.59	RT	50	30	140259	2	0.019	0.038					
II	29+62.86 to 42+61.92	RT	50	30	140267	2	0.359	0.718					
II	31+26.49 to 51+75.73	LT	50	30	140142	2	1.313	2.626					
II	40+23.31 to 42+54.39	RT	50	30	142593	2	0.138	0.276					
II	43+31.54 to 51+75.55	RT	50	30	140303	2	0.222	0.444					
II	43+42.87 to 51+76.11	RT	50	30	142515	2	0.506	1.012					
II	43+42.87 to 51+75.62	RT	50	30	142537	2	0.103	0.206					
III	13+29.97 to 14+21.82	RT	40	30	141315	1	0.015	0.015					
III	13+30.00 to 22+76.14	LT	40	30	141301	1	0.586	0.586					
III	13+30.00 to 51+75.58	LT	40	30	141533	1	0.622	0.622					
III	13+30.00 to 51+75.65	RT	40	30	141620	1	0.741	0.741					
III	13+35.78 to 19+14.50	RT	40	30	142296	1	0.427	0.427					
							SUB-TOTAL:	26.223					
							TOTAL:	41.68		36.87			

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS DATE	DESCRIPTION	DATE	DESCRIPTION

MICHAEL HERON, P.E. 56182
STV INCORPORATED
111 NORTH ORANGE AVENUE, SUITE 1450
ORLANDO, FL 32801
(321) 418-6604
CERTIFICATE OF AUTHORIZATION NO. 390

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

SUMMARY OF QUANTITIES

SHEET NO. SQ4

SUMMARY OF LITTER REMOVAL AND MOWING

CONST. PHASE	LOCATION STA. TO STA.	SIDE	DURATION (DAYS)	FREQUENCY (DAYS)	LITTER REMOVAL 0107 1 AREA ID	CYCLES	AREA AC/CYCLE	TOTAL (AC) P	TOTAL (AC) F	DESIGN NOTES	CONSTRUCTION REMARKS
III	14+49.61 to 16+64.98	RT	40	30	141320	1.0	0.018	0.018			
III	16+98.78 to 19+85.73	RT	40	30	141327	1.0	0.074	0.074			
III	20+30.63 to 26+95.98	RT	40	30	141348	1.0	0.205	0.205			
III	23+35.99 to 27+73.03	LT	40	30	141377	1.0	0.185	0.185			
III	27+12.09 to 28+55.76	RT	40	30	141391	1.0	0.045	0.045			
III	27+89.75 to 28+36.33	LT	40	30	141427	1.0	0.019	0.019			
III	28+59.17 to 30+92.47	LT	40	30	141434	1.0	0.136	0.136			
III	28+77.56 to 29+39.59	RT	40	30	141400	1.0	0.019	0.019			
III	29+62.86 to 42+61.92	RT	40	30	141408	1.0	0.359	0.359			
III	31+26.49 to 51+75.73	LT	40	30	141283	1.0	1.313	1.313			
III	43+31.54 to 51+75.55	RT	40	30	141444	1.0	0.222	0.222			
III	43+42.87 to 51+76.11	RT	40	30	142326	1.0	0.506	0.506			
III	43+42.87 to 51+75.62	RT	40	30	142348	1.0	0.103	0.103			
IV	13+29.97 to 14+21.82	RT	40	30	147696	2.0	0.015	0.030			
IV	13+29.97 to 14+18.64	RT	40	30	148227	2.0	0.005	0.010			
IV	13+30.00 to 22+76.14	LT	40	30	147682	2.0	0.586	1.172			
IV	13+30.00 to 22+64.12	LT	40	30	148179	2.0	0.057	0.114			
IV	13+38.59 to 22+57.07	RT	40	30	147879	2.0	0.502	1.004			
IV	14+49.61 to 16+64.98	RT	40	30	147701	2.0	0.018	0.036			
IV	14+52.39 to 16+63.21	RT	40	30	148215	2.0	0.013	0.026			
IV	16+98.78 to 19+85.73	RT	40	30	147708	2.0	0.074	0.148			
IV	16+99.10 to 19+78.59	RT	40	30	148198	2.0	0.017	0.034			
IV	17+97.91 to 17+97.91	RT	40	30	147901	2.0	0.115	0.230			
IV	20+30.63 to 26+95.98	RT	40	30	147729	2.0	0.205	0.410			
IV	20+36.00 to 26+85.70	RT	40	30	148164	2.0	0.040	0.080			
IV	23+35.99 to 27+73.03	LT	40	30	147758	2.0	0.185	0.370			
IV	23+48.62 to 24+31.10	RT	40	30	148244	2.0	0.035	0.070			
IV	23+65.21 to 27+50.20	LT	40	30	148152	2.0	0.024	0.048			
IV	24+31.10 to 30+36.06	RT	40	30	148317	2.0	0.475	0.950			
IV	27+12.09 to 28+55.76	RT	40	30	147772	2.0	0.045	0.090			
IV	27+21.00 to 28+49.25	RT	40	30	148147	2.0	0.008	0.016			
IV	27+89.75 to 28+36.33	LT	40	30	147808	2.0	0.019	0.038			
IV	28+07.68 to 28+21.98	LT	40	30	148126	2.0	0.001	0.002			
IV	28+59.17 to 30+92.47	LT	40	30	147815	2.0	0.136	0.272			
IV	28+77.56 to 29+39.59	RT	40	30	147781	2.0	0.019	0.038			
IV	28+80.02 to 30+67.99	LT	40	30	148131	2.0	0.011	0.022			
IV	28+82.73 to 29+32.27	RT	40	30	148140	2.0	0.003	0.006			
IV	29+62.86 to 42+61.92	RT	40	30	147789	2.0	0.359	0.718			
IV	29+68.12 to 33+60.00	RT	40	30	148112	2.0	0.024	0.048			
IV	31+26.49 to 51+75.73	LT	40	30	148271	2.0	1.269	2.538			
IV	31+35.22 to 40+23.31	RT	40	30	148347	2.0	0.674	1.348			
IV	31+49.68 to 33+60.00	LT	40	30	148119	2.0	0.013	0.026			
IV	33+60.00 to 34+80.00	RT	40	30	148107	2.0	0.007	0.014			
IV	34+80.00 to 51+75.59	LT	40	30	148064	2.0	0.104	0.208			
IV	34+80.00 to 42+54.64	RT	40	30	148089	2.0	0.047	0.094			
IV	40+23.31 to 42+54.39	RT	40	30	148253	2.0	0.138	0.276			
IV	43+31.54 to 51+75.55	RT	40	30	147825	2.0	0.222	0.444			
IV	43+32.74 to 51+75.58	RT	40	30	148047	2.0	0.052	0.104			
IV	43+42.87 to 51+76.11	RT	40	30	147857	2.0	0.506	1.012			
IV	43+42.87 to 51+75.62	RT	40	30	147992	2.0	0.103	0.206			
							SUB-TOTAL:	15.46			

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MICHAEL HERON, P.E. 56182
STV INCORPORATED
111 NORTH ORANGE AVENUE, SUITE 1450
ORLANDO, FL 32801
(321) 418-6604
CERTIFICATE OF AUTHORIZATION NO. 390

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

SUMMARY OF QUANTITIES

SHEET NO. SQ5

SUMMARY OF LITTER REMOVAL AND MOWING

CONST. PHASE	LOCATION STA. TO STA.	SIDE	DURATION (DAYS)	FREQUENCY (DAYS)	MOWING 0107 2 AREA ID	CYCLES	AREA AC/CYCLE	TOTAL (AC) P	TOTAL (AC) F	DESIGN NOTES	CONSTRUCTION REMARKS
I	13+29.97 to 14+21.82	RT	70	30	131854	2	0.015	0.030			
I	13+29.97 to 14+18.64	RT	70	30	132566	2	0.005	0.010			
I	13+30.00 to 22+76.14	LT	70	30	131840	2	0.586	1.172			
I	13+30.00 to 22+64.12	LT	70	30	132518	2	0.057	0.114			
I	13+38.59 to 22+57.07	RT	70	30	132088	2	0.502	1.004			
I	14+49.61 to 16+64.98	RT	70	30	131859	2	0.018	0.036			
I	14+52.39 to 16+63.21	RT	70	30	132554	2	0.013	0.026			
I	16+98.78 to 19+85.73	RT	70	30	131866	2	0.074	0.148			
I	16+99.10 to 19+78.59	RT	70	30	132537	2	0.017	0.034			
I	17+97.91 to 17+97.91	RT	70	30	132110	2	0.115	0.230			
I	20+30.63 to 26+95.98	RT	70	30	131887	2	0.205	0.410			
I	20+36.00 to 26+85.70	RT	70	30	132503	2	0.040	0.080			
I	23+35.99 to 27+73.03	LT	70	30	131916	2	0.185	0.370			
I	23+48.62 to 24+31.10	RT	70	30	134810	2	0.035	0.070			
I	23+65.21 to 27+50.20	LT	70	30	132491	2	0.024	0.048			
I	27+12.09 to 28+55.76	RT	70	30	131930	2	0.045	0.090			
I	27+21.00 to 28+49.25	RT	70	30	132486	2	0.008	0.016			
I	27+89.75 to 28+36.33	LT	70	30	131966	2	0.019	0.038			
I	28+07.68 to 28+21.98	LT	70	30	132465	2	0.001	0.002			
I	28+59.17 to 30+92.47	LT	70	30	131973	2	0.136	0.272			
I	28+77.56 to 29+39.59	RT	70	30	131939	2	0.019	0.038			
I	28+80.02 to 30+67.99	LT	70	30	132470	2	0.011	0.022			
I	28+82.73 to 29+32.27	RT	70	30	132479	2	0.003	0.006			
I	29+62.86 to 42+61.92	RT	70	30	131947	2	0.359	0.718			
I	29+68.12 to 33+60.00	RT	70	30	132446	2	0.024	0.048			
I	31+26.49 to 51+75.73	LT	70	30	131822	2	1.313	2.626			
I	31+49.68 to 33+60.00	LT	70	30	132453	2	0.013	0.026			
I	33+60.00 to 34+80.00	RT	70	30	132441	2	0.007	0.014			
I	34+80.00 to 51+75.59	LT	70	30	132398	2	0.104	0.208			
I	34+80.00 to 42+54.64	RT	70	30	132423	2	0.047	0.094			
I	40+23.31 to 42+54.39	RT	70	30	134819	2	0.138	0.276			
I	43+31.54 to 51+75.55	RT	70	30	131983	2	0.222	0.444			
I	43+32.74 to 51+75.58	RT	70	30	132381	2	0.052	0.104			
I	43+42.87 to 51+76.11	RT	70	30	132018	2	0.506	1.012			
I	43+42.87 to 51+75.62	RT	70	30	132326	2	0.103	0.206			
II	13+29.97 to 14+21.82	RT	50	30	134958	2	0.015	0.030			
II	13+29.97 to 14+18.64	RT	50	30	135496	2	0.005	0.010			
II	13+30.00 to 22+76.14	LT	50	30	134944	2	0.586	1.172			
II	13+30.00 to 22+64.12	LT	50	30	135448	2	0.057	0.114			
II	13+38.59 to 22+57.07	RT	50	30	135141	2	0.502	1.004			
II	14+49.61 to 16+64.98	RT	50	30	134963	2	0.018	0.036			
II	14+52.39 to 16+63.21	RT	50	30	135484	2	0.013	0.026			
II	16+98.78 to 19+85.73	RT	50	30	134970	2	0.074	0.148			
II	16+99.10 to 19+78.59	RT	50	30	135467	2	0.017	0.034			
II	17+97.91 to 17+97.91	RT	50	30	135163	2	0.115	0.230			
II	20+30.63 to 26+95.98	RT	50	30	134991	2	0.205	0.410			
II	20+36.00 to 26+85.70	RT	50	30	135433	2	0.040	0.080			
II	23+35.99 to 27+73.03	LT	50	30	135020	2	0.185	0.370			
							SUB-TOTAL:	13.71			

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MICHAEL HERON, P.E. 56182
STV INCORPORATED
111 NORTH ORANGE AVENUE, SUITE 1450
ORLANDO, FL 32801
(321) 418-6604
CERTIFICATE OF AUTHORIZATION NO. 390

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

SUMMARY OF QUANTITIES

SHEET NO. SQ6

SUMMARY OF LITTER REMOVAL AND MOWING

CONST. PHASE	LOCATION STA. TO STA.	SIDE	DURATION (DAYS)	FREQUENCY (DAYS)	MOWING 0107 2 AREA ID	CYCLES	AREA AC/CYCLE	AREA TOTAL (AC) P	AREA TOTAL (AC) F	DESIGN NOTES	CONSTRUCTION REMARKS
II	23+48.62 to 24+31.10	RT	50	30	135513	2	0.035	0.070			
II	23+65.21 to 27+50.20	LT	50	30	135421	2	0.024	0.048			
II	27+12.09 to 28+55.76	RT	50	30	135034	2	0.045	0.090			
II	27+21.00 to 28+49.25	RT	50	30	135416	2	0.008	0.016			
II	27+89.75 to 28+36.33	LT	50	30	135070	2	0.019	0.038			
II	28+07.68 to 28+21.98	LT	50	30	135395	2	0.001	0.002			
II	28+59.17 to 30+92.47	LT	50	30	135077	2	0.136	0.272			
II	28+77.56 to 29+39.59	RT	50	30	135043	2	0.019	0.038			
II	28+80.02 to 30+67.99	LT	50	30	135400	2	0.011	0.022			
II	28+82.73 to 29+32.27	RT	50	30	135409	2	0.003	0.006			
II	29+62.86 to 42+61.92	RT	50	30	135051	2	0.359	0.718			
II	29+68.12 to 33+60.00	RT	50	30	135376	2	0.024	0.048			
II	31+26.49 to 51+75.73	LT	50	30	135540	2	1.269	2.538			
II	31+49.68 to 33+60.00	LT	50	30	135383	2	0.013	0.026			
II	33+60.00 to 34+80.00	RT	50	30	135371	2	0.007	0.014			
II	34+80.00 to 51+75.59	LT	50	30	135328	2	0.104	0.208			
II	34+80.00 to 42+54.64	RT	50	30	135353	2	0.047	0.094			
II	40+23.31 to 42+54.39	RT	50	30	135522	2	0.138	0.276			
II	43+31.54 to 51+75.55	RT	50	30	135087	2	0.222	0.444			
II	43+32.74 to 51+75.58	RT	50	30	135311	2	0.052	0.104			
II	43+42.87 to 51+76.11	RT	50	30	135119	2	0.506	1.012			
II	43+42.87 to 51+75.62	RT	50	30	135256	2	0.103	0.206			
III	13+29.97 to 14+21.82	RT	40	30	132864	1	0.015	0.015			
III	13+29.97 to 14+18.64	RT	40	30	133576	1	0.005	0.005			
III	13+30.00 to 22+76.14	LT	40	30	132850	1	0.586	0.586			
III	13+30.00 to 22+64.12	LT	40	30	133528	1	0.057	0.057			
III	13+35.78 to 19+14.50	RT	40	30	135616	1	0.427	0.427			
III	14+49.61 to 16+64.98	RT	40	30	132869	1	0.018	0.018			
III	14+52.39 to 16+63.21	RT	40	30	133564	1	0.013	0.013			
III	16+98.78 to 19+85.73	RT	40	30	132876	1	0.074	0.074			
III	16+99.10 to 19+78.59	RT	40	30	133547	1	0.017	0.017			
III	20+30.63 to 26+95.98	RT	40	30	132897	1	0.205	0.205			
III	20+36.00 to 26+85.70	RT	40	30	133513	1	0.040	0.040			
III	23+35.99 to 27+73.03	LT	40	30	132926	1	0.185	0.185			
III	23+65.21 to 27+50.20	LT	40	30	133501	1	0.024	0.024			
III	27+12.09 to 28+55.76	RT	40	30	132940	1	0.045	0.045			
III	27+21.00 to 28+49.25	RT	40	30	133496	1	0.008	0.008			
III	27+89.75 to 28+36.33	LT	40	30	132976	1	0.019	0.019			
III	28+07.68 to 28+21.98	LT	40	30	133475	1	0.001	0.001			
III	28+59.17 to 30+92.47	LT	40	30	132983	1	0.136	0.136			
III	28+77.56 to 29+39.59	RT	40	30	132949	1	0.019	0.019			
III	28+80.02 to 30+67.99	LT	40	30	133480	1	0.011	0.011			
III	28+82.73 to 29+32.27	RT	40	30	133489	1	0.003	0.003			
III	29+62.86 to 33+60.00	RT	40	30	135714	1	0.127	0.127			
III	29+68.12 to 33+60.00	RT	40	30	133456	1	0.024	0.024			
III	31+26.49 to 51+75.73	LT	40	30	135649	1	1.269	1.269			
III	31+49.68 to 33+60.00	LT	40	30	133463	1	0.013	0.013			
III	33+60.00 to 34+80.00	LT	40	30	135696	1	0.035	0.035			
							SUB-TOTAL:	9.67			

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REVISIONS DATE	DESCRIPTION	DATE	DESCRIPTION

MICHAEL HERON, P.E. 56182
STV INCORPORATED
111 NORTH ORANGE AVENUE, SUITE 1450
ORLANDO, FL 32801
(321) 418-6604
CERTIFICATE OF AUTHORIZATION NO. 390

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

SUMMARY OF QUANTITIES

SHEET NO. SQ7

SUMMARY OF LITTER REMOVAL AND MOWING

CONST. PHASE	LOCATION STA. TO STA.	SIDE	DURATION (DAYS)	FREQUENCY (DAYS)	MOWING 0107 2 AREA ID	CYCLES	AREA AC/CYCLE	TOTAL (AC) P	TOTAL (AC) F	DESIGN NOTES	CONSTRUCTION REMARKS
III	34+80.00 to 51+75.59	LT	40	30	133408	1	0.104	0.104			
III	34+80.00 to 42+54.64	RT	40	30	133433	1	0.047	0.047			
III	34+80.00 to 42+61.92	RT	40	30	135701	1	0.196	0.196			
III	42+20.74 to 42+54.39	RT	40	30	135603	1	0.019	0.019			
III	43+31.54 to 51+75.55	RT	40	30	132993	1	0.222	0.222			
III	43+32.74 to 51+75.58	RT	40	30	133391	1	0.052	0.052			
III	43+42.87 to 51+76.11	RT	40	30	133028	1	0.506	0.506			
III	43+42.87 to 51+75.62	RT	40	30	133336	1	0.103	0.103			
IV	13+29.97 to 14+21.82	RT	40	30	145388	2	0.015	0.030			
IV	13+29.97 to 14+18.64	RT	40	30	145921	2	0.005	0.010			
IV	13+30.00 to 22+76.14	LT	40	30	145374	2	0.586	1.172			
IV	13+30.00 to 22+64.12	LT	40	30	145873	2	0.057	0.114			
IV	13+38.59 to 22+57.07	RT	40	30	145571	2	0.502	1.004			
IV	14+49.61 to 16+64.98	RT	40	30	145393	2	0.018	0.036			
IV	14+52.39 to 16+63.21	RT	40	30	145909	2	0.013	0.026			
IV	16+98.78 to 19+85.73	RT	40	30	145400	2	0.074	0.148			
IV	16+99.10 to 19+78.59	RT	40	30	145892	2	0.017	0.034			
IV	17+97.91 to 17+97.91	RT	40	30	145593	2	0.115	0.230			
IV	20+30.63 to 26+95.98	RT	40	30	145421	2	0.205	0.410			
IV	20+36.00 to 26+85.70	RT	40	30	145858	2	0.040	0.080			
IV	23+35.99 to 27+73.03	LT	40	30	145450	2	0.185	0.370			
IV	23+48.62 to 24+31.10	RT	40	30	145938	2	0.035	0.070			
IV	23+65.21 to 27+50.20	LT	40	30	145846	2	0.024	0.048			
IV	24+31.10 to 30+36.06	RT	40	30	146412	2	0.475	0.950			
IV	27+12.09 to 28+55.76	RT	40	30	145464	2	0.045	0.090			
IV	27+21.00 to 28+49.25	RT	40	30	145841	2	0.008	0.016			
IV	27+89.75 to 28+36.33	LT	40	30	145500	2	0.019	0.038			
IV	28+07.68 to 28+21.98	LT	40	30	145820	2	0.001	0.002			
IV	28+59.17 to 30+92.47	LT	40	30	145507	2	0.136	0.272			
IV	28+77.56 to 29+39.59	RT	40	30	145473	2	0.019	0.038			
IV	28+80.02 to 30+67.99	LT	40	30	145825	2	0.011	0.022			
IV	28+82.73 to 29+32.27	RT	40	30	145834	2	0.003	0.006			
IV	29+62.86 to 42+61.92	RT	40	30	145481	2	0.359	0.718			
IV	29+68.12 to 33+60.00	RT	40	30	145806	2	0.024	0.048			
IV	31+26.49 to 51+75.73	LT	40	30	145965	2	1.269	2.538			
IV	31+35.22 to 40+23.31	RT	40	30	146442	2	0.674	1.348			
IV	31+49.68 to 33+60.00	LT	40	30	145813	2	0.013	0.026			
IV	33+60.00 to 34+80.00	RT	40	30	145801	2	0.007	0.014			
IV	34+80.00 to 51+75.59	LT	40	30	145758	2	0.104	0.208			
IV	34+80.00 to 42+54.64	RT	40	30	145783	2	0.047	0.094			
IV	40+23.31 to 42+54.39	RT	40	30	145947	2	0.138	0.276			
IV	43+31.54 to 51+75.55	RT	40	30	145517	2	0.222	0.444			
IV	43+32.74 to 51+75.58	RT	40	30	145741	2	0.052	0.104			
IV	43+42.87 to 51+76.11	RT	40	30	145549	2	0.506	1.012			
IV	43+42.87 to 51+75.62	RT	40	30	145686	2	0.103	0.206			
							SUB-TOTAL:	13.50			

REVISIONS DATE	DESCRIPTION	DATE	DESCRIPTION

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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

SUMMARY OF QUANTITIES

SHEET NO. SQ8

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SUMMARY OF CLEARING AND GRUBBING & REMOVAL ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	AREA ID	UNITS	SECONDARY UNITS (IF LUMP SUM)	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.				AREA (AC)	P	F	P	F		
0110-1-1	Clearing and Grubbing	13+38.59 to 22+57.07	LT	129373		0.502	1.0				2.46 TOTAL ACRES	
		23+55.69 to 30+36.68	LT	129360		0.425						
		31+32.71 to 42+57.64	LT	129325		0.667						
		33+47.76 to 35+04.26	LT	150442		0.089						
		33+59.98 to 34+80.00	RT	129549		0.007						
		33+59.98 to 34+80.00	LT	129745		0.007						
		33+60.00 to 34+80.00	LT	129606		0.007						
		33+60.00 to 34+80.00	RT	129726		0.007						
		33+60.00 to 34+80.00	RT	131170		0.086						
		33+60.00 to 34+80.00	LT	131184		0.085						
		33+60.00 to 34+80.01	RT	150452		0.031						
		33+80.66 to 34+30.73	RT	150457		0.043						
		43+42.87 to 51+76.11	LT	129303		0.506						

SUMMARY OF EARTHWORK

PAY ITEM NO.	PAY ITEM DESCRIPTION	CY		DESIGN NOTES	CONSTRUCTION REMARKS
		P	F		
0120 1	REGULAR EXCAVATION	524.00			
0120 6	EMBANKMENT	84.00			

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

SUMMARY OF QUANTITIES

SHEET NO. SQ9

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SUMMARY OF PAVEMENT

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION		SIDE	AREA ID	LENGTH	WIDTH	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.	DESCRIPTION						P	F	P	F		
0160 4	Type B Stabilization	33+60.00 to 34+80.00		RT	124119			SY	534.1		1135			
		33+60.00 to 34+80.00		LT	124114				601.2					
285701	Optional Base, Base Group 01	33+60.00 to 34+80.00		LT	123541			SY	44.4		231			
		33+60.00 to 34+80.00		RT	123536				44.5					
		33+60.00 to 34+80.00		RT	123531				84.6					
		33+60.00 to 34+80.00		LT	123546				57.6					
285709	Optional Base, Base Group 09	33+60.00 to 34+80.00		RT	123477			SY	302.6		631			
		33+60.00 to 34+80.00		LT	123472				328.4					
0327 70 11	Milling Exist Asph Pavt, 2 1/4" Avg Depth	13+30.00 to 33+60.00		LT/RT	118562			SY	8056.1		29461			
		13+36.36 to 33+60.00		LT/RT	118652				7638.8					
		22+59.74 to 23+46.53		LT/RT	148652				398.2					
		30+39.36 to 31+29.98		LT/RT	148641				414.6					
		34+80.00 to 51+75.58		LT/RT	118740				6320.7					
		34+80.00 to 51+75.58		LT/RT	118800				6246.0					
		42+60.32 to 43+39.59		LT/RT	148633				387.0					
0334 1 53	Superpave Asphaltic Concrete, Traffic C, PG 76-22	13+36.36 to 33+60.00		LT/RT	122829			TN	630.20		2650.5			
		13+30.00 to 33+60.00		LT/RT	122917				664.62					
		22+59.74 to 23+46.53		LT/RT	123067				32.85					
		30+39.36 to 31+29.98		LT/RT	123086				34.20					
		33+60.00 to 34+80.00		RT	123310				3.30					
		33+60.00 to 34+80.00		RT	137716				96.93					
		33+60.00 to 34+80.00		LT	137711				105.43					
		33+60.00 to 34+80.00		RT	123305				6.61					
		33+60.00 to 34+80.00		LT	123324				3.30					
		33+60.00 to 34+80.00		LT	123330				4.39					
		34+80.00 to 51+75.58		LT/RT	122761				521.46					
		34+80.00 to 51+75.58		LT/RT	122705				515.30					
		42+60.32 to 43+39.59		LT/RT	123097				31.93					
0337 7 25	Asphalt Concrete Friction Course, INC BIT, FC-5, PG 76-22	13+36.36 to 33+60.00		LT/RT	122482			TN	305.55		1163.5			
		13+30.00 to 33+60.00		LT/RT	122392				322.24					
		33+60.00 to 34+80.00		LT	137831				1.60					
		33+60.00 to 34+80.00		RT	137826				1.60					
		33+60.00 to 34+80.00		LT	137841				2.13					
		33+60.00 to 34+80.00		LT	137836				12.78					
		33+60.00 to 34+80.00		RT	137816				3.21					
		33+60.00 to 34+80.00		RT	137821				11.75					
		34+80.00 to 51+75.58		LT/RT	122630				249.84					
		34+80.00 to 51+75.58		LT/RT	122570				252.83					

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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CERTIFICATE OF AUTHORIZATION NO. 390

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

SUMMARY OF QUANTITIES

SHEET NO.
SQ10

SUMMARY OF MISCELLANEOUS ASPHALT PAVEMENT

LOCATION STA. TO STA.	SIDE	AREA ID	LENGTH	WIDTH	THICK (IN)	UNDER GUARDRAIL 0339 1 TN P	UNDER GUARDRAIL 0339 1 TN F	DESIGN NOTES	CONSTRUCTION REMARKS
33+60.00 to 34+80.00	LT	124052			2	8.16			
					SUB-TOTAL:	8.16			
					TOTAL:	8.2			
					GRAND TOTAL:	8.2			

SUMMARY OF BOX CULVERTS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION STATION	UNIT	QUANTITY P	QUANTITY F	TOTAL P	TOTAL F	DESIGN NOTES	CONSTRUCTION REMARKS
0400 4 1	CONCRETE CLASS IV, CULVERTS	34+00.00	CY	154.60		154.6		SEE BOX CULVERT DATA SHEETS	
0415 1 1	REINF STEEL-ROADWAY	34+00.00	LB	37620.00		37620.0		SEE BOX CULVERT DATA SHEETS	

SUMMARY OF DITCH PAVEMENT

LOCATION STA. TO STA.	SIDE	AREA ID	LENGTH	WIDTH	RIPRAP - RUBBLE (DITCH LINING) 0530 3 4 TN P	RIPRAP - RUBBLE (DITCH LINING) 0530 3 4 TN F	BEDDING STONE 0530 74 TN P	BEDDING STONE 0530 74 TN F	DITCH PAVEMENT 0524 1 1 SY P	DITCH PAVEMENT 0524 1 1 SY F	DESIGN NOTES	CONSTRUCTION REMARKS
33+96.35 to 34+14.73	RT	150253			48.98		35.19					
33+98.00 to 34+47.01	RT	150258							48.9			
34+23.51 to 34+43.89	LT	150248			11.43		8.21					
				SUB-TOTAL:	60.41		43.40		48.9			
				TOTAL:	60.4		43.4		49			

SUMMARY OF GUARDRAIL

LOCATION STA. TO STA.	SIDE	GUARDRAIL (W-BEAM, GENERAL, TL-3) 0536 1 1 LF P	GUARDRAIL (W-BEAM, GENERAL, TL-3) 0536 1 1 LF F	SPECIAL GUARDRAIL POST (SPECIAL STEEL POST FOR CONCRETE STRUCTURE MOUNT) 536 7-2 EA P	SPECIAL GUARDRAIL POST (SPECIAL STEEL POST FOR CONCRETE STRUCTURE MOUNT) 536 7-2 EA F	GUARDRAIL REMOVAL 0536 73 LF P	GUARDRAIL REMOVAL 0536 73 LF F	DESIGN NOTES	CONSTRUCTION REMARKS
33+60.00 to 34+80.00	LT	119.7				119.7			
34+25.87 to 34+40.87	LT			5					
	SUB-TOTAL:	119.7		5		119.7			
	TOTAL:	120		5		120			

NOTES

1. ALL WORK REQUIRED FOR DEWATERING SHALL BE INCIDENTAL TO THE PRICE BID FOR ITEM NO. 400-4-1.

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STATE OF FLORIDA
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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

SUMMARY OF QUANTITIES

SHEET NO. SQ11

SUMMARY OF PERFORMANCE TURF

LOCATION STA. TO STA.	SIDE	AREA ID	LENGTH	WIDTH	PERFORMANCE TURF 0570 1 1 SY P	PERFORMANCE TURF 0570 1 1 SY F	PERFORMANCE TURF (SOD) 0570 1 2 SY P	PERFORMANCE TURF (SOD) 0570 1 2 SY F	DESIGN NOTES	CONSTRUCTION REMARKS
13+29.97 to 14+21.82	RT	126576			71.0					
13+30.00 to 22+76.14	LT	126647			2837.0					
13+38.59 to 22+57.07	LT/RT	126105			2428.4					
13+38.59 to 22+57.07	LT/RT	126533			2428.7					
14+49.61 to 16+64.98	RT	126581			89.4					
16+98.78 to 19+85.73	RT	126555			360.4					
20+30.63 to 26+95.98	RT	126588			992.9					
23+35.99 to 27+73.03	LT	126662			893.9					
23+55.69 to 30+36.68	LT/RT	126634			2058.3					
23+55.69 to 30+36.68	LT/RT	126019			2058.3					
27+12.09 to 28+55.76	RT	126617			218.2					
27+89.75 to 28+36.33	LT	126676			94.2					
28+59.17 to 30+92.47	LT	126683			658.7					
28+77.56 to 29+39.59	RT	126626			91.5					
29+62.86 to 42+61.92	RT	126724			1739.5					
31+26.49 to 51+75.73	LT	126800			6357.3					
31+32.71 to 42+57.64	LT/RT	126743			3226.7					
43+31.54 to 51+75.55	RT	126693			1072.3					
43+42.87 to 51+76.11	LT/RT	126778			2448.7					
13+29.97 to 14+18.64	RT	126507					25.9			
13+30.00 to 22+64.12	LT	124954					277.6			
14+52.39 to 16+63.21	RT	126515					61.7			
16+99.10 to 19+78.59	RT	125622					83.4			
17+97.91 to 17+97.91	RT	125002					558.4			
20+36.00 to 26+85.70	RT	125658					192.3			
23+65.21 to 27+50.20	LT	125639					116.3			
26+93.16 to 26+93.16	RT	125082					410.5			
27+21.00 to 28+49.25	RT	125673					37.2			
28+07.68 to 28+21.98	LT	125685					3.7			
28+80.02 to 30+67.99	LT	125690					54.7			
28+82.73 to 29+32.27	RT	125678					14.1			
29+68.12 to 33+60.00	RT	125734					115.9			
31+32.71 to 33+60.00	LT/RT	125441					136.9			
31+49.68 to 33+60.00	LT	125741					61.9			
33+59.98 to 34+80.00	LT	125567					35.5			
33+59.98 to 34+80.00	RT	125477					35.6			
33+60.00 to 34+80.00	RT	125572					35.6			
33+60.00 to 34+80.00	LT	125472					35.5			
34+80.00 to 42+54.64	RT	125716					229.0			
34+80.00 to 42+57.64	LT/RT	125482					464.1			
34+80.00 to 51+75.59	LT	125204					502.6			
43+32.74 to 51+75.58	RT	125699					249.8			
43+42.87 to 51+75.62	LT/RT	125149					497.0			
				SUB-TOTAL:	30125.4		4235.2			
				TOTAL:	30125		4235			

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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	BREVARD	437937-1-52-01

SUMMARY OF QUANTITIES

SHEET NO. SQ12

Legislation Details (With Text)

File #:	20-228	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Public Hearing
File created:	4/16/2020			**In control:**	City Council
On agenda:	5/13/2020			**Final action:**	
Title:	Conduct a Public Hearing to review the real property inventory list and approve a Resolution identifying certain real property within the City to which the City holds fee simple title that is appropriate for permanent affordable housing. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution 2020- Inventory List.docx Exhibit A - Inventory List for Affordable Housing.docx Florida Statutes 166.0451 Disposition of municipal property for affordable housing.docx Interlocal Agreement - Transmittal.pdf Proof Ad Inventory List.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 16, 2020
Agenda Date: May 13, 2020
Prepared By: Ibis S. Berardi, Housing Program Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Conduct a Public Hearing to review the real property inventory list and approve a Resolution identifying certain real property within the City to which the City holds fee simple title that is appropriate for permanent affordable housing.

BACKGROUND:

Florida Statutes, Section 166.0451, provides that by July 1, 2007, and every 3 years thereafter, each municipality shall prepare an inventory list of all real property within its jurisdiction to which the municipality holds fee simple title that is appropriate for use as affordable housing. The inventory list must include the address and legal description of each such property and specify whether the property is vacant or improved. The governing body of the municipality must review the inventory list at a public hearing and may revise it at the conclusion of the public hearing. Following the public hearing, the governing body of the municipality shall adopt a resolution that includes an inventory list of such property that is appropriate for permanent affordable housing.

In the future, the properties identified as appropriate for use as permanent affordable housing on the inventory list adopted by the City may be offered for sale and the proceeds may be used to purchase

land for the development of affordable housing or to increase the local government fund earmarked for affordable housing, or may be sold with a restriction that requires the development of the property as permanent affordable housing, or may be donated to a nonprofit housing organization for the construction of permanent affordable housing. Alternatively, the City may otherwise make the property available for use for the production and preservation of permanent affordable housing. Approval of the inventory list does not preclude the Council from revising the list in the future if a property (or properties) are determined to be needed for municipal purposes.

The term “affordable” has the same meaning as in F.S. 420.004(3) “Affordable” means that monthly rents or monthly mortgage payments including taxes, insurance, and utilities do not exceed 30 percent of that amount which represents the percentage of the median adjusted gross annual income for the households.

In accordance with the *2019 Florida Statues 166.0451 Disposition of municipal property for affordable housing*, the City has prepared an inventory list of all real property within its jurisdiction to which the City holds fee simple title that is appropriate for use as affordable housing. The inventory list includes the address and legal description of each such property and specifies whether the property is vacant or improved. All 36 properties are listed within Exhibit “A” as vacant, with the exception of 915 School Street. It should be noted that the 22 lots within the Michael C. Blake Subdivision must be developed for the purposes of permanent workforce housing per the January 13, 2015 Interlocal Agreement (attached).

Staff is requesting Council conduct a public hearing to review the inventory list. The City may offer the properties for sale and the proceeds may be used to purchase land for the development of affordable housing or to increase the City’s fund earmarked for affordable housing; or may be sold by negotiated agreement with a buyer with a restriction that requires the development of the property as permanent affordable housing and such other terms and conditions required by the City Council; or may be donated to a nonprofit housing organization for the construction of permanent affordable housing. Alternatively, the City may otherwise make the property available for use of the production and preservation of permanent affordable housing. As stated previously, City Council reserves the right at any time to revise Exhibit “A” as deemed necessary.

Since there has been some interest in various parcels, staff intends to present to the City Manager several parcels that the City may want negotiate terms and conditions of the disposition of the properties described on Exhibit “A” subject to the City Council’s approval. Alternatively, staff will complete a Request for Qualifications to develop some of the parcels for affordable housing in the future.

STRATEGIC PLAN CONNECTION:

Community Development (Redevelopment of the City’s Core) - Supporting the development of permanent affordable housing in the City will raise the quality of life for its residents, especially those underserved and disadvantaged.

BUDGETARY IMPACT:

If any of the parcels are sold outright, the City would use the sale proceeds for development of

additional affordable housing.

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Conduct a Public Hearing to review the real property inventory list and approve a Resolution identifying certain real property within the City to which the City holds fee simple title that is appropriate for permanent affordable housing.

Office of the City Clerk
Joan Clark, MMC, City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8488 I Fax: (321) 433-8455

January 14, 2015

Housing Authority of the City of Cocoa
ATTN: Herb Hernandez, Executive Director
828 Stone Street
Cocoa FL 32922-1750

Re: Interlocal Agreement between the Housing Authority of the City of Cocoa and the City of Cocoa

Dear Mr. Hernandez:

I have enclosed the above referenced agreement, in duplicate, as approved and executed by the City of Cocoa on January 13, 2015.

It is requested that one original document be returned to my attention following execution by the Housing Authority of the City of Cocoa. Your assistance in this matter is appreciated.

If you have any questions or require additional information, please feel free to call.

Sincerely,

Joan Clark, MMC
City Clerk
City of Cocoa

c: N. Dresser, Deputy Community Services Director
T. Eastburn, Purchasing

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("**Agreement**") is made and entered into this 13th day of January, 2015 between the **HOUSING AUTHORITY OF THE CITY OF COCOA**, Florida ('**HACCFL**") and the **CITY OF COCOA**, Florida ("**City**").

W I T N E S S E T H:

WHEREAS, the parties wish to promote the development (renovation and/or redevelopment) of quality affordable mixed-income housing in the Diamond Square Community Redevelopment Area ("**DSRDA**") in the City of Cocoa; and

WHEREAS, the parties have both embraced and are committed to implementing the goals of the Diamond Square Redevelopment Plan Update; and

WHEREAS, the parties jointly recognize the critical importance of creating income diversity and housing diversity between rental and homeownership housing in the Diamond Square community; and

WHEREAS, both parties are committed to providing the necessary resources and leadership to this joint effort.

NOW, THEREFORE, in consideration of the covenants and agreement hereinafter set forth, to be kept and performed by both parties, HACCFL and the City agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by referenced as a material part of this Agreement.

2. **CONDITIONS PRECEDENT.** All rights, obligations and liabilities of the parties under this Agreement shall be subject to the satisfaction of the following conditions precedent:

   2.1 The complete execution of this Agreement by the parties.

   2.2 The approval of this Agreement by both the Board of Commissioners of the Housing Authority of the City of Cocoa and the City Council of the City of Cocoa.

   2.3 The filing of this Agreement with the Clerk of the Circuit Court in and for Brevard County, Florida, pursuant to Section 163.01(11), *Florida Statutes.*

3. **REPRESENTATIONS OF HACCFL**. HACCFL makes the following representations to the City:

3.1 HACCFL is duly organized and in good standing under the laws of the State of Florida, and is duly qualified and authorized to carry on the governmental functions and operations set forth in this Agreement.

3.2 HACCFL has the power, authority and legal right to enter into and perform the obligations set forth in this Agreement, and the execution, delivery and performance hereof by HACCFL, (i) has been duly authorized by the Board of Commissioners of the Housing Authority of the City of Cocoa; (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon the assets of HACCFL except as otherwise provided herein.

4. **REPRESENTATIONS OF THE CITY OF COCOA, FLORIDA.** The City makes the following representations to HACCFL:

4.1 The City is duly organized and in good standing under the laws of the State of Florida, and is duly qualified and authorized to carry on the governmental functions and operations set forth in this Agreement.

4.2 The City has the power, authority and legal right to enter into and perform the obligations set forth in this Agreement, and the execution, delivery and performance hereof by the City, (i) has been duly authorized by the City Council of the City of Cocoa; (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon the assets of the City except as otherwise provided herein.

5. **STATUTORY AUTHORITY**. This Agreement shall be considered an Agreement pursuant to Section 163.01, *Florida Statutes*. A true and correct copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Brevard County, Florida, by HACCFL and HACCFL shall provide the City a recorded copy of the Interlocal Agreement upon receipt from the Clerk of the Circuit Court.

6. **TERM; TERMINATION.** This Agreement shall be for a term of three (3) years, commencing on January 1, 2015 and terminating on December 31, 2018. This Agreement shall automatically renew for an additional three (3) year term unless terminated in writing by either party.

7. **DUTIES AND OBLIGATIONS OF HACCFL.**

7.1 HACCFL will commit up to $60,000 in funds for enhanced electronic security surveillance and $30,000 for upgraded exterior lighting at its properties.

7.2 HACCFL shall work with HUD in good faith towards releasing the Declaration of Trust and will convey thirty-five (35) single family lots within the Diamond Square RDA to the City for the development of workforce housing.

7.3 HACCFL will commit up to $99,000 for the Regina Myra Subdivision homeownership housing or another homeownership project in the DSRDA in federal fiscal year 2015, and $400,000 in Replacement Housing Factor ("**RHF**") funds in future years to support the homeownership redevelopment effort as set forth above, in accordance with applicable HUD regulatory requirements.

7.4 HACCFL and its procured development partner, Pinnacle Housing Group, will continue its efforts to secure Low Income Housing Tax Credits and other financing by 1) preservation of existing HACCFL projects through renovation and upgrades; and 2) development of approximately 80 units on two (2) sites as new construction senior rental housing including (i) the former Magnolia Pointe site on Fiske Blvd., and (ii) the site on the northwest corner of Pineda Avenue and School Street.

8. **DUTIES AND OBLIGATIONS OF THE CITY.**

8.1 The City will provide program management, resources, leadership and soft financing, as available, to further the homeownership redevelopment effort on the lots within the Diamond Square RDA referenced in section 7.2. Any City resources and/or funding shall be subject to the City Council's sole discretion to budget and appropriate funds.

8.2 The City will support, when and where required, the Florida Housing Finance Corporation's Request For Applications (RFAs) by HACCFL, for new construction senior rental housing made in connection with this Agreement. The City will offer the minimum local government contribution, to make the application feasible in accordance with Florida Housing Finance Corporation requirements, to the extent that the City

Council has budgeted and appropriated funds for such contributions, which budgeting and appropriations are in the City Council's sole discretion.

8.3 The City of Cocoa Police Department shall develop a plan with HACCFL for enhanced patrols of all new and/or redeveloped rental and homeownership housing, and will offer Crime Prevention Through Environmental Design (CPTED) technical advice on the development of any new housing for the affected areas.

8.4 The City will work in good faith to terminate the binding development agreements for both the Glenn at Pineda and Magnolia Pointe projects.

9. **MISCELLANEOUS TERMS AND CONDITIONS.**

9.1 Notices. All notices and correspondence shall be (i) hand delivered (with signed acknowledgment of receipt or affidavit of delivery), (ii) delivered by registered or certified mail, return receipt requested, or (iii) delivered by overnight carrier with signed acknowledgment of receipt. All such notices and correspondence shall be sent to the respective parties, with copies forwarded to their agents or attorneys, at the addresses set forth below or at such other addresses as the parties hereto shall designate to each other in writing.

(a) if to Cocoa:

City of Cocoa
John A. Titkanich, Jr., City Manager
65 Stone Street
Cocoa, FL 32922-1750
Telephone: (321) 433-8680
Facsimile: (321) 433-8690

(b) if to HACCFL:

Housing Authority of the City of Cocoa
Attn: Herb Hernandez, Executive Director
828 Stone Street
Cocoa, FL 32922-1750
Telephone: (321) 636-8535
Facsimile: (321) 632-4729

Any notice or demand so given, delivered or made by United States Mail, shall be deemed so given, delivered or made three (3) days after the same

is deposited in the United States mail, registered or certified, return receipt requested, addressed as above provided, with postage thereon prepaid. Any such notice, demand or document hand delivered or made by overnight carrier shall be deemed to be given, delivered or made upon delivery (or attempted delivery, if deliver is not accepted) of the same at the address where the same is to be given, delivered or made.

9.2 Time. Time is of the essence of this Agreement and every term and provision of this Agreement.

9.3 Severability. It is further understood and agreed that in the event any provision of this Agreement shall be adjudged, decreed, held, or ruled to be invalid, such provision or a portion thereof shall be deemed severable, and it shall not invalidate or impair the Agreement as a whole or any other provision of the Agreement.

9.4 Non-waiver. No covenant, term, condition (or breach thereof), shall be deemed waived, except by written consent of the party against whom the waiver is claimed. A waiver of any covenant, term, or condition (or breach thereof), shall not be deemed to be a waiver of any other covenant, term or condition (or breach thereof).

9.5 Captions. Captions and headings in this Agreement are for convenience only and shall not be relied upon in construing the meaning of this Agreement or any of its provisions.

9.6 Choice of Law; Venue. This Agreement has been made and entered into in the State of Florida, County of Brevard, and the laws of such state shall govern the validity and interpretation of this Agreement and the performance due hereunder. The parties agree that venue shall be exclusively in Brevard County, Florida, for all state disputes or actions which arise out of or are based upon this Agreement, and in Orlando, Florida, for all federal disputes or actions which arise out of or are based upon this Agreement.

9.7 Integration. The drafting, execution, and delivery of this Agreement by the parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further

or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. The parties agree that they have both contributed equally to the drafting of this Agreement and this Agreement shall not be construed more favorably against the other in the event of any conflict with regards to the terms and conditions used herein.

9.8 Attorney's Fees. In the event that any party brings suit to enforce any of the provisions of this Agreement, each party agrees to bear its own costs and expenses of such action including, but not limited to, reasonable attorneys' fees, whether at settlement, trial, post judgment, or an appeal.

9.9 Counterparts. 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.

9.10 Liability. Each party to this Agreement shall be responsible for its own actions and omissions, and the actions and omissions of its personnel, in performing its obligations pursuant to the terms and conditions of this Agreement.

9.11 Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of HACCFL's or the City's right to sovereign immunity under Section 768.28, *Florida Statutes*, or other limitations imposed on either party's potential liability under state or federal law. As such, HACCFL and the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, HACCFL and the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

9.12 Assignment Prohibited; Third Parties. Unless otherwise agreed in writing by HACCFL and the City, this Agreement shall not be assigned in whole

or in part. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than HACCFL and the City, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of HACCFL and the City and not for the benefit of any other party.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day and year first above written.

CITY OF COCOA, FLORIDA

By: _____
HENRY U. PARRISH, III
Mayor

ATTEST:

By: _____
JOAN CLARK
City Clerk

HOUSING AUTHORITY
OF THE CITY OF COCOA, FLORIDA

By: _____

By: _____

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: CITY OF COCOA - TE

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0004176721
Pymt Method Invoice
Net Amt: $224.58

Run Times: 1

No. of Affidavits: 1

Run Dates: 05/06/20

Text of Ad:

AD# 0004176721 5/6/2020

NOTICE OF PUBLIC HEARING
CITY OF COCOA
INVENTORY LIST OF ALL REAL PROPERTY
FOR AFFORDABLE HOUSING
ADOPTION OF RESOLUTION

Notice is hereby given that the City of Cocoa will conduct a public hearing in accordance with the 2019 Florida Statues 166.0451 Disposition of municipal property for affordable housing to review an inventory list, for of all real property within its jurisdiction which the City holds a fee simple title that is appropriate for use as affordable housing. The inventory list includes the address and legal description of each such property and specifies whether the property is vacant or improved. City Council will review the inventory list at the public hearing and may revise it at the conclusion of the public hearing. Following the public hearing, City Council shall adopt a resolution that includes an inventory list of such property, for use as permanent affordable housing.
Upon adoption of the resolution, the City may offer the properties for sale and the proceeds may be used to purchase land for the development of affordable housing or to increase the City's fund earmarked for affordable housing; or may be sold by negotiated agreement with a buyer with a restriction that requires the development of the property as permanent affordable housing and such other terms and conditions required by the City Council; or may be donated to a nonprofit housing organization for the construction of permanent affordable housing. The City Manager may negotiate terms and conditions of the disposition of the properties subject to the City Council's approval.

Notice is hereby further given that the inventory list will be presented to the City of Cocoa Council for approval on following date:
DATE: May 13, 2020
TIME: 10:00 A.M.
LOCATION: City Hall Council Chambers, 65 Stone Street, Cocoa, FL 32922
(with public comments being received by email at meeting@cocoafl.org, thirty (30) minutes prior to the public hearing or by mail due to social distancing). In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in these meetings should notify Ibis Berardi, Housing Program Manager at iberardi@cocoafl.org or call (321) 433-8520 no later than 48 hours prior to the meeting.

Legislation Details (With Text)

File #:	20-242	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Public Hearing
File created:	4/30/2020			**In control:**	City Council
On agenda:	5/13/2020			**Final action:**	
Title:	Conduct a Public Hearing to amend the FY 2019/2020 CDBG Action Plan to allocate Community Development Block Grant Coronavirus (CDBG-CV) funds and add activities in accordance with the City's CDBG Citizen Participation Plan; authorize submission of the substantial amendment to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements related to CDBG-CV. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit A Allocation Letter.pdf Exhibit B Ad Proof.pdf Exhibit C Quick Guide.pdf Exhibit D Public Hearing.pdf SF424 CDBG-CV.pdf SF424D CDBG-CV.pdf Non State Certifications CDBG-CV.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 30, 2020
Agenda Date: May 13, 2020
Prepared By: Ibis S. Berardi, Housing Program Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Conduct a Public Hearing to amend the FY 2019/2020 CDBG Action Plan to allocate Community Development Block Grant Coronavirus (CDBG-CV) funds and add activities in accordance with the City's CDBG Citizen Participation Plan; authorize submission of the substantial amendment to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements related to CDBG-CV.

BACKGROUND:

On March 27, 2020 the United States Congress passed The Coronavirus Aid, Relief, and Economic Security Act (H.R. 748). The bill provided $5 billion for Community Development Block Grant to rapidly respond to COVID-19 impacts like economic and housing hardships, to include the expansion of public services.

On April 2, 2020 the U.S. Department of Housing & Urban Development (HUD) notified the City of Cocoa was eligible to receive a special allocation through Community Development Block Grant Coronavirus (CDBG-CV) funds of $103,352 (Exhibit “A”).

In order to receive CDBG-CV funds, local grantees must notify HUD of the “Use of Waiver Flexibility for Consolidated Planning Requirements- HOME & CDBG- Citizen Participation Reasonable Notice and Opportunity to Comment.”

A Substantial Amendment to the Fiscal Year 2019/2020 Action Plan and a thirty (30) day public comment period is required. However, HUD waived this requirement provided that no less than five (5) days are provided for public comments for substantial amendments.

The Substantial Amendment will allocate CDBG-CV program funding for current CDBG Public Services in order to prevent the Spread of COVID19 and Mitigate Economic Impacts Caused by COVID19. Funded projects are required to primarily benefit low- and moderate-income residents.

Staff is proposing the following substantial amendments to the FY2019/2020 Action Plan:

Add Activity; Allocate FY2019/2020 Community Development Block Grant Coronavirus (CDBG-CV) funds of $103,352 from the U.S. Department of Housing & Urban Development (HUD). These funds will be used to expand currently funded Public Services agencies, with already identified eligible activities through CDBG. A portion of the funding would assist and be used for housing activities by providing Rental and Mortgage Assistance, benefiting low- and moderate-income persons, that are vulnerable or at risk of homelessness.

The Action Plan, which identifies community development projects that shall be undertaken between October 1, 2019 and September 30, 2020 would remain. However, the deadline to expend CDBG-CV funding has not been announced by HUD.

As confirmed by HUD the City’s Citizen Participation Plan Waiver is in effect. An ad was placed in the Florida Today newspaper summarizing the Substantial Amendment and a 5-day public comment period. The 5-day public comment period began May 7, 2020 and ended on May 13, 2020. To date no comments have been received (Exhibit “B”).

PROPOSED FINAL STATEMENT OF CDBG PROJECTS FOR FY 2019/2020

PUBLIC SERVICES:	
Community Services Council (*meals on wheels & seniors at lunch)*	$13,780
Central Brevard Sharing Center (*community kitchen)*	$13,780
Salvation Army (*meals in domestic violence shelter)*	$13,780
Rental & Mortgage Assistance	$41,342
CDBG Administration and Operational funds	$20,670
TOTAL CDBG FUNDS:	**$103,352**

Staff has followed HUD Guidance in the use of eligible funds for per the “Quick Guide to CDBG Eligible Activities to Support Infectious Disease Response” dated March 19, 2020 (Exhibit “C”). Staff is requesting Council approve the substantial amendment for submission to HUD; and authorize the Mayor to sign all subsequent certifications and agreements as related to CDBG-CV.

STRATEGIC PLAN CONNECTION:

Community Development (Redevelopment of the City's Core) - Supporting these projects in the City will raise the quality of life for its residents, especially those underserved and disadvantaged.

BUDGETARY IMPACT:

The CDBG-CV funds have not been received yet. A budget amendment will be completed at the time the City receives the CDBG-CV funds.

PREVIOUS ACTION:

Held final Public Hearing on May 22, 2019, to obtain the views of citizens on housing and community development needs; approved recommendations on FY 2019/2020 CDBG and HOME Program funding; and approved notice to solicit public comment and notice of final Public Hearing. Approved Agenda Item #19-213 (Exhibit "D").

RECOMMENDED MOTION:

Conduct a Public Hearing to amend the FY 2019/2020 CDBG Action Plan to allocate Community Development Block Grant Coronavirus (CDBG-CV) funds and add activities in accordance with the City's CDBG Citizen Participation Plan; authorize submission of the substantial amendment to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements related to CDBG-CV.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

April 2, 2020

The Honorable Henry Parrish
Mayor of Cocoa
65 Stone Street
Cocoa, FL 32922-7982

Dear Mayor Parrish:

I am pleased to inform you of a special allocation to your jurisdiction of Community Development Block Grant funds to be used to prevent, prepare for, and respond to the coronavirus (COVID-19). This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this historic public health crisis.

The CARES Act made available $5 billion in Community Development Block Grant Coronavirus (CDBG-CV) funds. Of this amount, the Department is immediately allocating $2 billion based on the fiscal year 2020 CDBG formula. The remaining $3 billion shall be allocated based on needs using best available data, in the following tranches: $1 billion shall be allocated to States and insular areas within 45 days of enactment of the Cares Act, and $2 billion shall be distributed to states and local governments at the discretion of the Secretary. Up to $10 million will be set aside for technical assistance. Given the immediate needs faced by our communities, the Department has announced the first allocation of funds. Your jurisdiction's allocation is $103,352.

The CARES Act adds additional flexibility for both the CDBG-CV grant and, in some cases, for the annual FY2020 CDBG grants in these unprecedented times. The public comment period is reduced to not less than 5 days, grantees may use virtual public hearings when necessary for public health reasons, the public services cap is suspended during the emergency, and States and local governments may reimburse costs of eligible activities incurred for pandemic response regardless of the date.

In addition, the CARES Act authorizes the Secretary to grant waivers and alternative requirements of statutes and regulations the Secretary administers in connection with the use of CDBG-CV funds and fiscal year 2019 and 2020 CDBG funds (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment). Waivers and alternative requirements can be granted when necessary to expedite and facilitate the use of funds to prevent, prepare for, and respond to coronavirus.

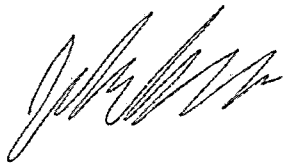
The Department is developing a notice that will further describes the CARES Act's provisions, a Quick Guide to the CARES Act flexibilities and other provisions, and other resources to enable swift implementation of CDBG-CV grants. As these become available, they will be

posted on HUD's website and distributed to grantees. The Department will also support grantees with technical assistance.

As you develop your plan for the use of these grant funds, we encourage you to consider approaches that prioritize the unique needs of low- and moderate–income persons and the development of partnerships between all levels of government and the private for-profit and non-profit sectors. You should coordinate with state and local health authorities before undertaking any activity to support state or local pandemic response. CDBG-CV grants will be subject to oversight, reporting, and requirements that each grantee have adequate procedures to prevent the duplication of benefits. HUD will provide guidance and technical assistance on DOB and regarding prevention of fraud, waste, and abuse and documenting the impact of this program for beneficiaries.

The Office of Community Planning and Development (CPD) is looking forward to working with you to successfully meet the urgent and complex challenges faced by our communities. If you or any member of your staff has questions, please contact your local CPD Field Office Director or CPDQuestionsAnswered@hud.gov.

Sincerely,



John Gibbs
Acting Assistant Secretary
for Community Planning and Development
U.S. Department of Housing and Urban Development

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: CITY OF COCOA - TE

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0004176138
Pymt Method Invoice
Net Amt: $256.89

Run Times: 1

No. of Affidavits: 1

Run Dates: 05/07/20

Text of Ad:

Ad4176138 05/07/2020

NOTICE OF PUBLIC HEARING
CITY OF COCOA
SUBSTANTIAL AMENDMENT TO ANNUA L ACTION PLAN (2019-2020)

Notice of Availability Subject to Approval and Public Hearing on the proposed substantial amendment to the FY2019/2020 Action Plan to allow for $103,352 from the U.S. Department of Housing & Urban Development (HUD) Community Development Block Grant Coronavirus (CDBG-CV) funds. On March 27, 2020 the United States Congress passed The Coronavirus Aid, Relief, and Economic Security Act (H.R. 748). The bill provided $5 billion for Community Development Block Grant (CDBG) to rapidly respond to COVID-19 impacts like economic and housing hardships, to include the expansion of services at food banks, senior services, and services to victims of domestic violence.

Notice is hereby given that the City of Cocoa has prepared a Substantial Amendment to its Fiscal Year 2019-2020 Action Plan. The Substantial Amendment will allocate CDBG-CV program funding for specific programs and projects. These programs and projects are required to primarily benefit low- and moderate-income residents for a given year.

The publication of this notice is the beginning of the 5-day public review period required under Federal Regulations at 24 CFR 91.105 and Federal Regulations waivers due to the COVID-19 crisis. The public review and written comment period begin on May 7, 2020 and runs through May 13, 2020. Due to the efforts to contain COVID-19 and State and Local requirements limiting public gatherings, copies of the Substantial Amendment to the Fiscal Year 2019-2020 Annual Action will be available for public review at the following location:

City of Cocoa website: https://www.cocoafl.org/143/Housing-Neighborhood-Services

Notice is hereby further given that the Substantial Amendment to the Action Plan for 2019-2020 will be presented to the City of Cocoa Council for approval on following date:

DATE: May 13, 2020
TIME: 10:00 A.M.
LOCATION: City Hall Council Chambers, 65 Stone Street, Cocoa, FL 32922
(with public comments being received by email at meeting@cocoafl.org, thirty (30) minutes prior to the public hearing or by mail due to social distancing).

The purpose of the public hearings and community meetings is to receive comments and take final action on the proposed Substantial Amendment

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in these meetings should notify Ibis Berardi, Housing Program Manager at iberardi@cocoafl.org or call (321) 433-8520 no later than 48 hours prior to the meeting.

Quick Guide to CDBG Eligible Activities to Support Infectious Disease Response
March 19, 2020

Grantees should coordinate with local health authorities before undertaking any activity to support state or local pandemic response. Grantees may use Community Development Block Grant (CDBG) funds for a range of eligible activities that prevent and respond to the spread of infectious diseases such as the coronavirus disease 2019 (COVID-19).

Examples of Eligible Activities to Support Infectious Disease Response

For more information, refer to applicable sections of the Housing and Community Development Act of 1974 (for State CDBG Grantees) and CDBG regulations (for Entitlement CDBG grantees).	
Buildings and Improvements, Including Public Facilities	
Acquisition, construction, reconstruction, or installation of public works, facilities, and site or other improvements. *See section 105(a)(2) (42 U.S.C. 5305(a)(2)); 24 CFR 570.201(c).*	Construct a facility for testing, diagnosis, or treatment.
	Rehabilitate a community facility to establish an infectious disease treatment clinic.
	Acquire and rehabilitate, or construct, a group living facility that may be used to centralize patients undergoing treatment.
Rehabilitation of buildings and improvements (including interim assistance). *See section 105(a)(4) (42 U.S.C. 5305(a)(4)); 24 CFR 570.201(f); 570.202(b).*	Rehabilitate a commercial building or closed school building to establish an infectious disease treatment clinic, e.g., by replacing the HVAC system.
	Acquire, and quickly rehabilitate (if necessary) a motel or hotel building to expand capacity of hospitals to accommodate isolation of patients during recovery.
	Make interim improvements to private properties to enable an individual patient to remain quarantined on a temporary basis.
Assistance to Businesses, including Special Economic Development Assistance	
Provision of assistance to private, for-profit entities, when appropriate to carry out an economic development project. *See section 105(a)(17) (42 U.S.C. 5305(a)(17)); 24 CFR 570.203(b).*	Provide grants or loans to support new businesses or business expansion to create jobs and manufacture medical supplies necessary to respond to infectious disease.
	Avoid job loss caused by business closures related to social distancing by providing short-term working capital assistance to small businesses to enable retention of jobs held by low- and moderate-income persons.
Provision of assistance to microenterprises. *See section 105(a)(22) (42 U.S.C. 5305(a)(22)); 24 CFR 570.201(o).*	Provide technical assistance, grants, loans, and other financial assistance to establish, stabilize, and expand microenterprises that provide medical, food delivery, cleaning, and other services to support home health and quarantine.

Public Services (Capped at 15 Percent of the Grant, With Some Exceptions)[1]	
Provision of new or quantifiably increased public services. *See section 105(a)(8) (42 U.S.C. 5305(a)(8)); 24 CFR 570.201(e).*	Carry out job training to expand the pool of health care workers and technicians that are available to treat disease within a community.
	Provide testing, diagnosis or other services at a fixed or mobile location.
	Increase the capacity and availability of targeted health services for infectious disease response within existing health facilities.
	Provide equipment, supplies, and materials necessary to carry-out a public service.
	Deliver meals on wheels to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities.
Planning, Capacity Building, and Technical Assistance	
States only: Planning grants and planning only grants. *See section 105(a)(12).*	Grant funds to units of general local government may be used for planning activities in conjunction with an activity, they may also be used for planning only as an activity. These activities must meet or demonstrate that they would meet a national objective. These activities are subject to the State's 20 percent administration, planning and technical assistance cap.
States only: use a part of to support TA and capacity building. *See section 106(d)(5) (42 U.S.C. 5306(d)(5).*	Grant funds to units of general local government to hire technical assistance providers to deliver CDBG training to new subrecipients and local government departments that are administering CDBG funds for the first time to assist with infectious disease response. This activity is subject to the State's 3 percent administration, planning and technical assistance cap.
Entitlement only. data gathering, studies, analysis, and preparation of plans and the identification of actions that will implement such plans. *See 24 CFR 570.205.*	Gather data and develop non-project specific emergency infectious disease response plans.

Planning Considerations

Infectious disease response conditions rapidly evolve and may require changes to the planned use of funds:

- CDBG grantees must amend their Consolidated Annual Action Plan when there is a change to the allocation priorities or method of distribution of funds; an addition of an activity not described in the plan; or a change to the purpose, scope, location, or beneficiaries of an activity (24 CFR 91.505).
- If the changes meet the criteria for a "substantial amendment" in the grantee's citizen participation plan, the grantee must follow its citizen participation process for amendments (24 CFR 91.105 and 91.115).

Resources

The Department has technical assistance providers that may be available to assist grantees in their implementation of CDBG Funds for activities to prevent or respond to the spread of infectious disease. Please contact your local CPD Field Office Director to request technical assistance from HUD staff or a TA provider.

- Submit your questions to: CPDQuestionsAnswered@hud.gov
- COVID-19 ("Coronavirus") Information and Resources: https://www.hud.gov/coronavirus
- CPD Program Guidance and Training: https://www.hudexchange.info/program-support/

[1] Section 105(a)(8) of the Housing and Community Development Act of 1974, provides a different percentage cap for some grantees.

VI. PUBLIC HEARINGS:

1. Hold second and final Public Hearing to approve the City of Cocoa's FY 2019/2020 CDBG & HOME Action Plan; authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements. (19-213). (Community Services Director)

    - **Approved. Agreements to be executed and distributed as necessary.**

2. Approve the Fourth Modification to the Adamson Creek Binding Development Agreement between the City of Cocoa and DR Horton Inc. and authorize the City Manager to execute the same, provided that a revised performance bond in a form approved by the City Attorney is first received. (19-214). (Community Services Director)

    - **Approved. Agreement to be executed and distributed as necessary.**

3. Approval of a Large-Scale Site Plan consistent with Appendix A, Zoning, Article IV, Section 2, to construct a new 18,148 sq. ft. community center building, along with associated parking and stormwater retention, at the site commonly known as the Dr. Joe Lee Smith Community Center, with conditions. (19-237). (Community Services Director)

    - **Approved.**

VII. COUNCIL BUSINESS:

1. Provide the City Manager and City Attorney direction on the Waterfront Advisory Committee. (19-253). (City Manager)

    - **Item tabled until further notice.**

2. Request Council's Direction for the final design concept of the Promenade and Overlooks Project to replace the boardwalk in Riverfront Park destroyed during Hurricane Irma. Consider additional concept for knee-wall, and other substitute railing options. (19-215). (Public Works Director)

    - **Council selected the Knee-Wall option with the signage stating "Cocoa".**

Embedded Adobe XML Form

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=8332502&GUID=E12EAF52-7231-4209-AEF0-CD3921BCAE84* is an Adobe XML Form document that has been embedded in this document. Double click the pushpin to view.



Embedded Adobe XML Form

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=8332503&GUID=DA5C5D84-A9C0-47B9-BBDE-ADC2E995703E* is an Adobe XML Form document that has been embedded in this document. Double click the pushpin to view.



CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

_____ _____

Signature of Authorized Official Date

Mayor

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2019 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

_____ _____

Signature of Authorized Official Date

Mayor

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Legislation Details (With Text)

File #:	20-240	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	4/28/2020			**In control:**	City Council
On agenda:	5/13/2020			**Final action:**	
Title:	Consider the Reappointment of Bruce Gilmore, as a regular member of the Board of Adjustment, through May, 2023. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Bruce Gilmore - reappointment.pdf BOA Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 28, 2020
Agenda Date: May 13, 2020
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Reappointment of Bruce Gilmore, as a regular member of the Board of Adjustment, through May, 2023

BACKGROUND:

Mr. Bruce Gilmore is a current member of the Board of Adjustment. He has served as a member since May, 1990. His current term will expire May 31, 2020 and he has expressed a willingness to serve for another three (3) year term.

Mr. Gilmore meets all of the qualifications for serving on a City board. If he is reappointed, his new term would be through May, 2023.

A current Board of Adjustment roster and Mr. Gilmore's request to be reappointed is attached.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council appoints and reappointments to City boards and committees as vacancies arise and expirations occur.

RECOMMENDED MOTION:

Consider the Reappointment of Bruce Gilmore, as a regular member of the Board of Adjustment, through May, 2023

In response to inquiry by the Office of the City Clerk, I, Bruce Gilmore

✓ seek reappointment

_____ do not seek reappointment

as a member of the Board of Adjustment for the City of Cocoa for a three-year term.

Sincerely,

Bruce R. Gilmore

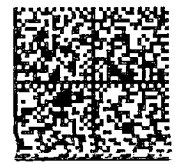
Bruce Gilmore

Additional Comments: Would like to serve again for another three-year term.

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Mr. Bruce Gilmore
413 Westchester Dr
Cocoa, FL 32926-6640

ORLANDO
FL 328
20 APR 20
PM 6 L



UNITED STATES POSTAGE
PITNEY BOWES
02 1P $ 000.50⁰
0000930050 APR 17 2020
MAILED FROM ZIP CODE 32922

City of Cocoa
ATTN: Carie Shealy, City Clerk
65 Stone Street
Cocoa, FL 32922

32922-798265

Board of Adjustment	**Meets Third Wednesday of Every Month @ 6pm**			**Expirations in May**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Robert W. Frey, Vice Chairman	~~322 Clearlake Rd. Cocoa, FL 32922~~ 1523 N. Cocoa Blvd. Cocoa, FL 32922 bikesNpawn@yahoo.com	633-1326 480-7623(c)	4/24/18Reappointed 4/14/15 Reappointed 5/8/12 Reappointed 4/14/09 Reappointed 5/23/06 Reap. 3/03 Reappointed 10/97 Appointed	2021
Dan Quattrocchi (2/3 of the Non-Resident seats)	3056 Skyline Drive Cocoa, FL 32922 danq@quattrocchirealestate.com	321-720-1822 hm 321-452-8668 wk 321-720-1822 cell	12/11/19 appointed (fulfilled seat vacated by Mr. Matthew Ford, who did not renew)	2022
Pam Shaia (1/3 of the Non-Resident seats)	308 Brevard Avenue Cocoa, FL 32922 pshaia@cfl.rr.com	256-656-3249 cell 321-305-4584 Wk	07/19 appointed (fulfilled Jolley vacancy)	2022
Rip Dyal, Chairman	3807 Parapet Dr. Cocoa, FL 32926 RHAD6@aol.com	639-9547 HM 321-684-3222 Cell	08/17 appointed as 1st Alternate	2021
Nancy N. Elliot	3406 Indian River Drive Cocoa FL 32926 nancyelliott@cfl.rr.com	636-9972 (H) 223-8983 (C)	7/17 reappt. 5/14 appt.	2020
Bruce Gilmore	413 Westchester Drive, 32926-6640 Bgilmore003@cfl.rr.com	632-7687	05/17 Reappointed 04/14 Reappointed 07/12 Reappointed 05/08 Reappointed 4/05 Reappointed 5/90 Appointed	2020
Connie T. Harvey	29 Riverside Drive #601 Cocoa, FL 32922 CTIPPETT@aol.com	806-3525 hm 571-268-2121 cell	4/24/20 Reappointed 4/14/15 Reappointed 01/15 appointed (fulfilled term of M. Williams)	2021
2nd Alternate Randal Hiester	5292 Talbot Blvd. Cocoa, FL 32926 Rjhbjh2017@yahoo.com	321-501-6369 hm/cell	02/2020 Appointed	No expiration
1st Alternate Patricia Weeks	1351 Tarton Way Cocoa, FL 32926 Patriciaweeks@bellsouth.net	321-759-8563 hm, wk, cell	12/11/19 appointed	No expiration
LIAISON	Councilmember Warner		Updated 12/18	
Counsel: Anthony Garganese	PO Box 2873, Orlando, FL 32802-2873	866-425-9566		

RECORDING SECRETARY	Courtney Jackson	433-8490	Updated 5/13/19	

Legislation Details (With Text)

File #:	20-244	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	5/1/2020			**In control:**	City Council
On agenda:	5/13/2020			**Final action:**	
Title:	Consider the Removal of Mr. Jim McCarthy as the Citizen Representative for the Space Coast TPO Citizen Advisory Committee (CAC) and begin to accept applications for both a new Cocoa Citizen Representative and an Alternate member. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	McCarthy Original Appointment Letter.pdf CAC 2019 Attendance.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 1, 2020
Agenda Date: May 13, 2020
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Removal of Mr. Jim McCarthy as the Citizen Representative for the Space Coast TPO Citizen Advisory Committee (CAC) and begin to accept applications for both a new Cocoa Citizen Representative and an Alternate member.

BACKGROUND:

Mr. Jim McCarthy was appointed as the City of Cocoa's citizen representative to the Space Coast TPO's Citizen Advisory Committee (CAC) on July 26, 2011. It was recently brought to staff's attention that he has not been attending meetings on a regular basis. The City Clerk contacted Space Coast TPO and it was pointed out that for the calendar year 2019, Mr. McCarthy was not present at any of the meetings.

Additionally, Mr. Ed Lanni served as the Alternate to this board and has also since resigned.

The City Clerk has tried to reach out to Mr. McCarthy and has been unsuccessful to date.

It is being recommended that Mr. McCarthy be removed as the City's citizen representative and allow other interested parties to submit applications for consideration, as well as for the Alternate position.

Mr. McCarthy's original appointment letter is attached.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

Mr. Jim McCarthy was originally appointed as the City of Cocoa's Citizen Representative on July 26, 2011.

RECOMMENDED MOTION:

Consider the Removal of Mr. Jim McCarthy as the Citizen Representative for the Space Coast TPO Citizen Advisory Committee (CAC) and begin to accept applications for both a new Cocoa Citizen Representative and an Alternate member.

Office of the City Clerk

Joan Clark, MMC
65 Stone Street
Cocoa, Florida 32922

(321) 433-8488 – phone
(321) 433-8455 - facsimile

July 28, 2011

Mr. James McCarthy
Sundancer Gallery
6 Florida Avenue
Cocoa FL 32922

Re: Appointment to Space Coast TPO Citizens Advisory Committee (CAC)

Dear Mr. McCarthy:

The Cocoa City Council, at its regular meeting of July 26, 2011, appointed you as the primary member of the Space Coast TPO Citizens Advisory Committee (CAC) as Cocoa's representative.

I have notified Ms. Diana McCartney of your appointment, which will be confirmed at the September TPO meeting. Your first official CAC meeting will be in October, 2011, but you are welcome to attend the September CAC meeting.

If you have any questions or require additional information, please feel free to call.

Sincerely,

Joan Clark, MMC
City Clerk
City of Cocoa

Joan Clark

From: McCartney, Diana [diana.mccartney@brevardcounty.us]
Sent: Thursday, July 28, 2011 9:05 AM
To: Joan Clark
Subject: RE: Appointment to Space Coast Citizens Advisory Committee (CAC)

Yes, October would be his first official meeting.

He is welcome to come to the September meeting but is not a voting member until October.

--Diana

Diana McCartney
Secretary
Space Coast Transportation Planning Organization
2725 Judge Fran Jamieson Way
Bldg. B
Viera, FL 32940

321-690-6890
diana.mccartney@brevardcounty.us
www.spacecoasttpo.com

From: Joan Clark [mailto:jclark@cocoafl.org]
Sent: Thursday, July 28, 2011 8:59 AM
To: McCartney, Diana
Subject: RE: Appointment to Space Coast Citizens Advisory Committee (CAC)

Diana:

Would that make his first meeting October?

His mailing address is: James McCarthy, c/o Sundancer Gallery, 6 Florida Avenue, Cocoa FL 32922, and his phone number is 321-917-7910.

Thank you,

Joan

-----Original Message-----
From: McCartney, Diana [mailto:diana.mccartney@brevardcounty.us]
Sent: Thursday, July 28, 2011 7:06 AM
To: Joan Clark
Subject: RE: Appointment to Space Coast Citizens Advisory Committee (CAC)

Morning Joan,

We do not have a meeting in August so Mr. McCarthy's appointment will not be confirmed until the

TPO meet in September.

Would you please confirm his mailing address, and phone #(s) so that we may update our database.

Thank you
--Diana

Diana McCartney
Secretary
Space Coast Transportation Planning Organization
2725 Judge Fran Jamieson Way
Bldg. B
Viera, FL 32940

321-690-6890
diana.mccartney@brevardcounty.us
www.spacecoasttpo.com

From: Joan Clark [mailto:jclark@cocoafl.org]
Sent: Wednesday, July 27, 2011 4:49 PM
To: McCartney, Diana
Subject: Appointment to Space Coast Citizens Advisory Committee (CAC)

The Cocoa City Council, at its regular meeting of July 26, 2011, appointed Mr. James McCarthy as the primary member (Cocoa's representative) of the Space Coast Citizens Advisory Committee (CAC), with Mr. Ed Lanni as the alternate.

Mr. McCarthy's email address is as follows: James1.JM26@gmail.com Please let me know if additional action is required from the City of Cocoa.

Thank you for your assistance.

Joan Clark, MMC
City Clerk
City of Cocoa

321-433-8488 (Phone)
321-433-8455 (Fax)

65 Stone Street
Cocoa FL 32922

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Space Coast TPO Citizens Advisory Committee (CAC)

2019 Attendance Record

Jurisdiction	Member Name	Feb 11	Mar 11	Apr 8 - Cancelled	May 6	July 8	Sept 9	Oct 7	Nov 12 Cancelled	Dec 9	Total
Brevard County District 1											
Member #1	Rodney Honeycutt	1			1	1				1	4
Member #2	Woody Rice		1		1						2
Alternate #1	Adam Kohler							1		1	2
Alternate #2	Vacant										
Brevard County District 2											
Member #1	Bill Vollmer	1	1		1			1		1	5
Member #2	Tony Sasso	1	1			1		1			4
Alternate #1	Donald Krieger						1	1		1	3
Alternate #2	Vacant										
Brevard County District 3											
Member #1	Peter Fusscas	1	1		1	1	1	1		1	7
Member #2	Vacant										
Alternate #1	Vacant										
Alternate #2	Vacant										
Brevard County District 4											
Member #1	George Bovell	1									1
Member #2	Eric Hoppenbrouwer	1				1					2
Alternate #1	Robert Salonen										
Alternate #2	Vacant										
Brevard County District 5											
Member #1	Martin Lamb		1		1	1				1	4
Member #2	David Miller	1	1					1		1	4
Alternate #1	Vacant										
Alternate #2	Vacant										
Canaveral Port Authority											
Member #1	Vacant										
Alternate #1	Vacant										
City of Cocoa											
Member #1	James McCarthy										
Alternate #1	Vacant										

Space Coast TPO Citizens Advisory Committee (CAC)

2019 Attendance Record

Jurisdiction	Member Name	Feb 11	Mar 11	Apr 8 - Cancelled	May 6	July 8	Sept 9	Oct 7	Nov 12 Cancelled	Dec 9	Total
City of Melbourne											
Member #1	Daniel Spradling	1	1		1	1	1	1		1	7
Member #2	Vacant										
Member #3	Vacant										
Alternate #1	Vacant										
Alternate #2	Vacant										
Alternate #3	Vacant										
City of Palm Bay											
Member #1	Donny Felix										
Member #2	Philip Weinberg	1	1		1	1	1	1		1	7
Member #3	James Boothroyd	1	1			1	1	1			5
Alternate #1	Roy Larry Thomas										
Alternate #2	Vacant										
Alternate #3	Vacant										
City of Rockledge											
Member #1	Liz Lark-Riley									1	
Alternate #1	Jacob Edwards										
City of Titusville											
Member #1	David Carter	1			1	1	1	1		1	6
Member #2	Pete Petyk	1			1	1	1	1		1	6
Alternate #1	Vacant										
Alternate #2	Vacant										
City of West Melbourne											
Member #1	Sandra Michelson						1	1			2
Alternate #1	Gil Ramirez	1	1		1			1		1	5
North Beaches Coalition											
Member #1	Arlyn DeBlauw	1	1		1	1	1	1		1	7
Alternate #1	Jay Airis										
South Beaches Coalition											
Member #1	Rochelle Lawandales				1	1	1	1		1	5
Alternate #1	Vacant										
	Total # in Attendance	**14**	**11**		**12**	**12**	**10**	**15**		**15**	**89**

Legislation Details (With Text)

File #:	20-253	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	5/5/2020			**In control:**	City Council
On agenda:	5/13/2020			**Final action:**	
Title:	Accept the Comprehensive Annual Financial Report (CAFR) and the Audit Report for Fiscal Year 2019. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	End Com Ltr_City of Cocoa_SIGNED.pdf FY19 MSL Presentation to Council.pdf Cocoa-CAFR-Final 5.1.20.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 5, 2020
Agenda Date: May 13, 2020
Prepared By: Christi Grant, Staff Accountant
Through: Rebecca Bowman, Finance Director
Requested Action:
Accept the Comprehensive Annual Financial Report (CAFR) and the Audit Report for Fiscal Year 2019.

BACKGROUND:

In October of 2019, the City's Finance team began year-end adjustments and closing procedures required to close out the fiscal year ended September 30, 2019. In March of 2020, the accounting firm of Moore Stephens Lovelace CPAs & Advisors (MSL) conducted field work for the audit and the report was completed in April 2020.

The results of the FY2019 audit and financial reports will be presented to the City Council by Joel Knopp, Shareholder of MSL, in conjunction with this agenda.

STRATEGIC PLAN CONNECTION:

The CAFR is a tool providing City staff and stakeholders with valuable financial and other information necessary to plan and make informed financial decisions to provide for high levels of municipal services while maintaining fiscal sustainability.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Accept the Comprehensive Annual Financial Report (CAFR) and the Audit Report for Fiscal Year 2019.

MSL
CPAs & ADVISORS

May 13, 2020

The Honorable Mayor and
Members of the City Council
City of Cocoa, Florida

We have audited the accompanying financial statements of governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Cocoa, Florida (the "City") for the year ended September 30, 2019. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, Government Auditing Standards, and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated January 14, 2020. Professional standards require that we provide you with the following information related to our audit.

SIGNIFICANT AUDIT MATTERS

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. There are no significant transactions that have been recognized in the financial statements in a different period than when the transaction occurred.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The significant estimates affecting the City's financial statements include the following accounts: Useful Lives of Capital Assets, Self-Insurance Liability, Compensated Absences, Pension Liability and Other Post-Employment Benefits ("OPEB") Liability.

The disclosures in the financial statements are neutral, consistent, and clear. Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The following disclosures are considered significant: Deposits and Investments, Capital Assets, Long Term Debt, and Employee Retirement Plans.

DIFFICULTIES ENCOUNTERED IN PERFORMING THE AUDIT

We encountered no significant difficulties in dealing with management in performing and completing our audit.

CORRECTED AND UNCORRECTED MISSTATEMENTS

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management.

DISAGREEMENTS WITH MANAGEMENT

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

MANAGEMENT REPRESENTATIONS

We have requested certain representations from management that are included in the management representation letter dated April 29, 2020.

MANAGEMENT CONSULTATIONS WITH OTHER INDEPENDENT ACCOUNTANTS

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

OTHER AUDIT FINDINGS OR ISSUES

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

OTHER MATTERS

We applied certain limited procedures to the Budgetary Comparison, OPEB, and Pension schedules, which are required supplementary information ("RSI") that supplement the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on Combining and Budgetary Comparison Schedules of the Non-Major Funds, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

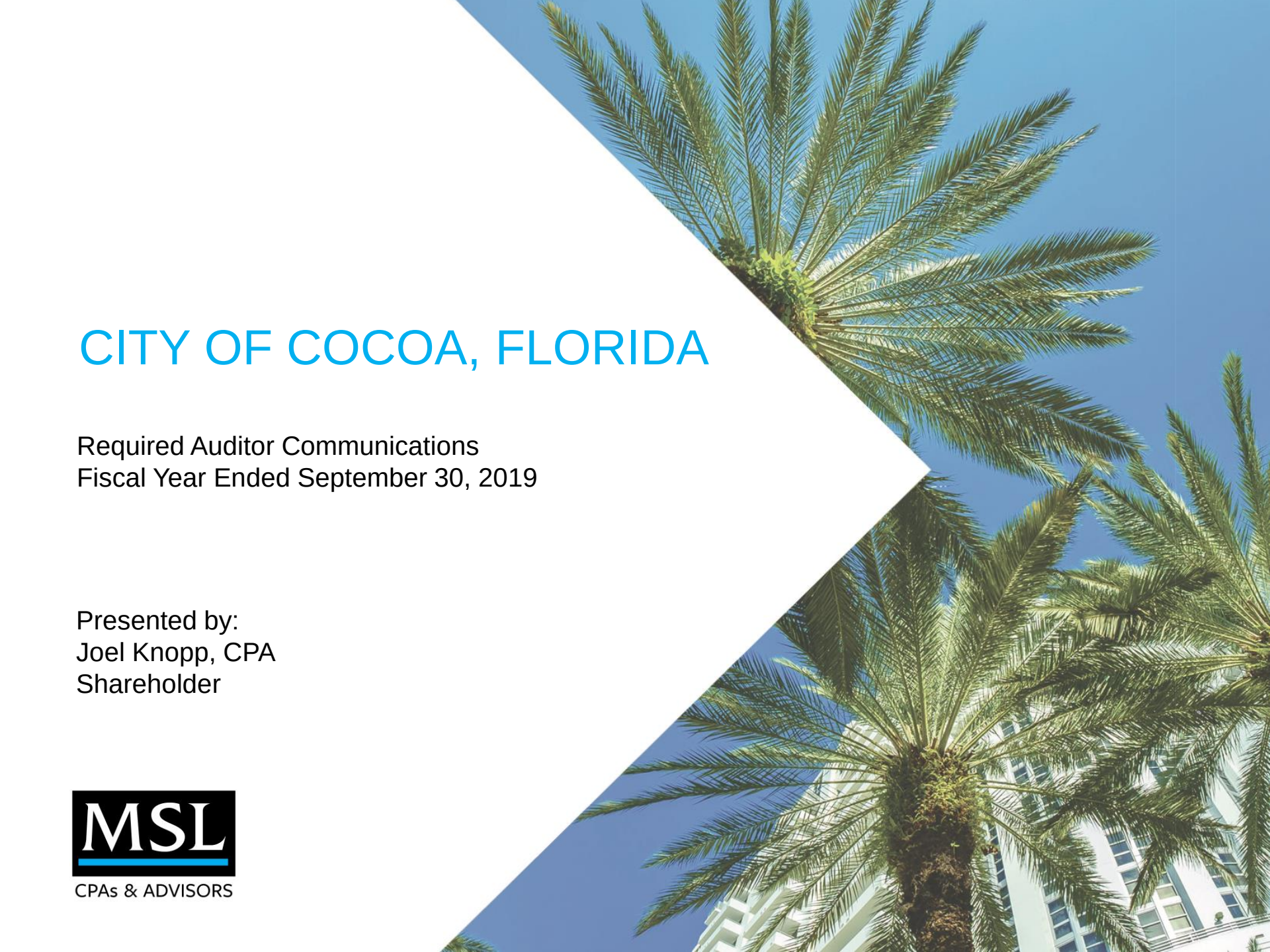
RESTRICTION ON USE

This information is intended solely for the use of the Mayor, City Council and management of the City and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

MSL, P.A.

cf



CITY OF COCOA, FLORIDA

Required Auditor Communications
Fiscal Year Ended September 30, 2019

Presented by:
Joel Knopp, CPA
Shareholder

MSL
CPAs & ADVISORS

AUDIT OVERVIEW

MSL

FLORIDA ROOTS. GLOBAL REACH.

Required Communications



- Auditor Responsibilities
- Management Responsibilities
- Internal Controls and Compliance
- Significant Matters
- Management Representations
- Assigned Individual for Oversight
- Audit Schedule

MSL

Services and Deliverables



Auditor's Report on Financial Statements (Pages 15-16)

- Unmodified Opinion

Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters (Pages 187-188)

- No current year findings
- Prior year finding was resolved

Services and Deliverables *(Cont.)*



Auditor's Management Letter (Pages 189-190)

- No management letter comments

Independent Accountant's Report (Page 191)

- No investment compliance findings

Services and Deliverables *(Cont.)*



Auditor's Report on Compliance with Major Federal Programs and on Internal Control over Compliance and Report on Schedule of Expenditures of Federal Awards (Pages 193-195)

- No compliance findings related to major grants
- No internal control over compliance findings related to major grants

MSL



FINANCIAL HIGHLIGHTS

MSL

FLORIDA ROOTS. GLOBAL REACH.

City-Wide Analysis (Pages 30-31)



	Governmental Activities		Business-type Activities	
	2019	2018	2019	2018
Total Assets & Def Outflows	$101.0M	$102.4M	$317.4M	$272.1M
Total Liabilities & Def Inflows	$73.2M	$72.6M	$151.2M	$115.8M
Net Position:				
Net Investment in Capital Assets	$29.5M	$28.9M	$142.4M	$138.3M
Restricted	1.0M	0.7M	11.4M	11.2M
Unrestricted	(2.7M)	0.2M	12.4M	6.8M
Total Net Position	$27.8M	$29.8M	$166.2M	$156.3M
Unrestricted NP as a % of Total Expenses	(6.4%)	0.5%	23%	14%
Change in Net Position	$(2.0M)	$(0.5M)	$9.9M	$12.0M

MSL

General Fund (Pages 32 and 34)



	2019	2018
Total Assets	$29.0M	$37.1M
Total Liabilities & Def Inflows	$3.4M	$4.3M
Fund Balance:		
Nonspendable	$1.7M	$1.8M
Committed (includes stabilization fund)	12.3M	11.4M
Assigned	6.2M	14.5M
Unassigned	5.4M	5.1M
Total Fund Balance	$25.6M	$32.8M
Unassigned FB as a % of Total Expenditures and Transfers Out	12.3%	15.4%
Net Change in Fund Balance	$(7.2M)	$0.6M

MSL

General Fund Budget (Pages 115-117)



	Budget	Actual	Positive (Negative)
Resources:			
Beginning Fund Balance	$32.8M	$32.8M	
Total Revenues & Transfers In	35.1M	36.6M	$1.5M
Total Resources	67.9M	69.4M	
Total Expenditures & Transfers Out	46.6M	43.8M	2.8M
Ending Fund Balance	$21.3M	$25.6M	
Net Change in Fund Balance	$(11.5M)	$(7.2M)	$4.3M

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Proprietary Fund – Water and Sewer (Pages 36-39)



	2019	2018
Total Assets & Def Outflows	$311.1M	$265.9M
Total Liabilities & Def Inflows	150.4M	115.0M
Net Position:		
Net Investment in Capital Assets	137.6M	133.3M
Restricted	11.4M	11.2M
Unrestricted	11.6M	6.3M
Total Net Position	$160.6M	$150.8M
Total Operating Revenues	$65.3M	$62.4M
Total Operating Expenses	48.1M	43.9M
Operating Income	$17.2M	$18.5M

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Questions or Comments





COMPREHENSIVE ANNUAL FINANCIAL REPORT

SERVING THE COMMUNITY WITH P.R.I.D.E!

COCOA
FLORIDA

CITY OF COCOA, FLORIDA

FISCAL YEAR ENDED SEPTEMBER 30, 2019

PREPARED BY: FINANCE DEPARTMENT

CITY OF COCOA, FLORIDA

COMPREHENSIVE ANNUAL FINANCIAL REPORT



FOR THE FISCAL YEAR ENDED

SEPTEMBER 30, 2019

Prepared by:
Finance Department

CITY OF COCOA, FLORIDA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
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Finance Department
65 Stone Street / Cocoa, FL 32922
Phone: (321) 433-8600 / Fax: (321) 433-8608

April 29, 2020

The Honorable Mayor,
City Council Members, and
Citizens of the
City of Cocoa, Florida

The Comprehensive Annual Financial Report of the City of Cocoa, Florida (the "City"), for the fiscal year ended September 30, 2019, as presented by the Finance Department of the City, is hereby submitted pursuant to Florida Statutes Chapter 166.241, Chapter 218.3, and Chapter 10.500 of the Rules of the Auditor General of the State of Florida and Article XIV, Section 1 of the City Charter.

Responsibility for both the accuracy of the presented data and the completeness and fairness of the presentation, including all disclosures, rests with the City. Proper management of the government requires establishing and maintaining an internal control structure designed to ensure that the assets of the government are protected from loss, theft, or misuse and to ensure that adequate accounting data is compiled to allow for the preparation of financial statements in conformity with generally accepted accounting principles (GAAP). Because the cost of internal controls should not outweigh their benefits, the City has established an internal control structure designed to provide reasonable, but not absolute, assurance that the financial statements will be free from material misstatements. To the best of our knowledge and belief, the enclosed data is accurate in all material respects and presents fairly the financial position and the results of operations of the City. All disclosures necessary to enable the reader to gain an understanding of the City's financial activities have been included.

The City's financial statements have been audited by the City's independent Certified Public Accountants, MSL, P.A. The goal of the independent audit is to provide a reasonable assurance that the financial statements of the City for the year ended September 30, 2019 are free of material misstatements. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditors concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the City's financial statements for the fiscal year ended September 30, 2019, are fairly presented in conformity with GAAP. The Independent Auditors' Report is presented as the first component of the financial section of this report.

GAAP requires that management provide a narrative introduction, overview and analysis to accompany the basic financial statements, in the form of Management's Discussion and Analysis (MD&A). The MD&A provides additional narrative and analysis of the basic financial statements; it complements this letter of transmittal and should be read in conjunction with it.

GOVERNMENT PROFILE

The City of Cocoa has a population of 19,328 and is located in central Brevard County, Florida, midway between the cities of Titusville to the north and Melbourne to the south. It was incorporated as a village in 1895 and as a City in 1913. The City Charter, as adopted in 1959, provides for a Council-City Manager form of government. The elected council consists of a Mayor and four Council Members. The City Manager is appointed by the City Council.

The City provides a wide range of services normally associated with a municipality. These services include police and fire protection, the construction and maintenance of highways, streets, and infrastructure (public works), community services, recreational activities, and cultural events. In addition to the general government activities, the governing body exercises, or has the ability to exercise, oversight of the Water and Sewer Utility Systems; therefore, these activities are included in the reporting entity.

The City of Cocoa has a regional water system that provides and sells water for a profit within an area extending approximately 268 square miles. The City has supplied water to the residents of Cocoa and adjacent communities since 1927 and is the sole supplier of water to Central Brevard County between the NASA and Pineda Causeways, including the cities of Cocoa, Rockledge, Cocoa Beach and Cape Canaveral as well as unincorporated areas on the mainland, Merritt Island, Port Canaveral and the beach area. Federal facilities serviced include Patrick Air Force Base, Kennedy Space Center and Cape Canaveral Air Force Station. The City owns, operates and maintains 48 wells, groundwater pretreatment plant, intake structure/surface water pretreatment plant, two water treatment trains, aquifer storage and recovery system, a transmission and distribution system, and five water storage tanks. The Water Treatment System has a ground water capacity of 48 million gallons per day and a surface water capacity of 12 million gallons per day, although our current consumptive use permit allows for withdrawals of 31 million gallons per day groundwater and 8.83 million gallons per day surface water. The City also provides sanitary sewer service to Cocoa and unincorporated areas adjacent to Cocoa. A water reuse system distributes reclaimed water for irrigation purposes and is available to both residential and commercial customers.

The Cocoa Community Redevelopment Agency (CRA) came into existence in 1981. Currently the agency is overseen by its own governing board consisting of the City of Cocoa, Florida, City Council and two additional members, appointed by the City Council, who reside in, own property in, or are engaged in business in the area of the Agency's

operation. The CRA is included within the governmental activities in the City's financial statements. The Agency uses property tax incremental revenues derived from taxable real property within the geographic boundaries of the redevelopment area to finance streetscape and façade programs as well as other redevelopment projects within the redevelopment area. During fiscal year 1998, the City created two new redevelopment agencies: The Diamond Square Community Redevelopment Agency(CRA) and the U.S. 1 Corridor Community Redevelopment Agency with a sunset date of 2023. Through partnership with Brevard County the Diamond Square CRA was extended and additional 10 years (2033) and the U.S. 1 Corridor CRA will sunset in 2020. The governing boards of these agencies are appointed by the Cocoa City Council and are made up of City residents and/or Cocoa business and property owners. These agencies also make use of property tax incremental revenues derived from taxable real property within the geographic boundaries of the areas to finance redevelopment of those areas.

The annual budget serves as the foundation for the City of Cocoa, Florida's financial planning and control. Budgetary control is maintained to ensure compliance with legal provisions embodied in the annual appropriated budget approved by the City Council. The Capital Improvement Program (CIP) is a short-range plan which identifies capital projects and equipment purchases, provides a planning schedule, and identifies options for financing the plan. The link between the CIP and the budget is essential and in fiscal year 2015, the City began including the CIP in the annual budget. All departments are required to submit their requests to the City Manager who uses these requests as a starting point for developing a proposed budget to submit to the City Council. The City Council is required to hold two public hearings and adopt a final budget, by Resolution, no later than September 30th of each year.

Budget-to-actual comparisons are provided in this report for each major governmental fund for which an appropriated annual budget has been adopted. This comparison is presented as part of the Required Supplementary Information.

FACTORS AFFECTING FINANCIAL CONDITIONS

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which the City operates.

LOCAL ECONOMY

The City of Cocoa is located on the scenic Indian River Lagoon in east central Florida. With direct access to Interstate-95, US Highway 1, State Road 528 and State Road 520, Cocoa is positioned to take advantage of its close proximity to Port Canaveral, Orlando International Airport and Melbourne International Airport. With just a short trip to the beaches, theme parks, Kennedy Space Center and a variety of other local attractions, the City of Cocoa is the perfect location to live, work, play, and do business.

Eastern Florida State College has four campuses in Brevard County, the oldest of which is located in Cocoa and houses the administrative and business offices of the College. The City of Cocoa is also the home of the University of Central Florida (UCF) Brevard Campus, offering convenient, cost-effective educational opportunities to earn Bachelor's and Master's Degrees in high-demand fields of study including Business Administration, Education and Human Performance, Engineering and Computer Science, and Health and Public Affairs. Adjacent to and in conjunction with UCF is the Florida Solar Energy Center which is primarily engaged in the research and development of alternative energy technologies. Also located in the City of Cocoa are the Brevard Museum of History and Natural Science, UCF's Observatory and Planetarium, and Florida Historical Society's Museum and Headquarters.

After another year of solid job growth, declining unemployment, and high consumer confidence, the Florida economy is expected to continue to strengthen in 2020. Florida's job market continues to be strong, with the State unemployment rate decrease of 1% from a 3.9% rate in September 2018 to 2.9% in September 2019. This trend is also evident in the local unemployment rate (Palm Bay-Melbourne-Titusville, Florida metropolitan statistical area) which increased from 2.9% to 3.0% in the same time frame, an annual increase of .1%. While the City has higher levels of unemployment and poverty and the City's ad valorem tax base is growing at a slower rate than other Brevard municipalities, the economic recovery for Cocoa steadily continues. It should be noted that the City experienced strong new construction activity during the year. In fiscal year 2019, 2,087 building permits were issued with a permit valuation of $55,769,915. The City's fiscal year 2019 certified assessed property valuation experienced an increase of $77,160,397 from the fiscal year 2018 final valuation, an increase of 8.6%. Of that, $25,192,917 was attributable to new construction. For fiscal year 2019, the City adopted a tax millage rate of 5.9790 mills. The millage rate has remained at 5.9790 mills since fiscal year 2015. This millage rate, coupled with property value increases and new construction, provides sufficient revenue to fund the current level of services to the citizens and business owners of Cocoa.

It is the City's continuous goal is to preserve essential and critical services, maintain the adequate funding of reserves and provide resources to promote affordable and sustainable growth in the City of Cocoa. The City faces the challenges of meeting multi-year labor contract obligations and the continued rise in operating costs despite the slower than average increase in revenue trends as compared to peer cities. In May of 2016 Cocoa City Council adopted a community-based strategic plan (2016-2021). The strategic plan serves as a guiding document for the City to ensure resources are strategically allocated to achieve the community vision. A number of the initiatives within the plan have been implemented, and the success of the implementation can be seen within the organization as well as in the community. The strategic plan will be updated in 2020 and will continue to serve as the guiding document for the City's annual budget process.

The City continues to progress on the recovery from the damage impacts of Hurricane Irma (2016) and anticipates the conclusion of the activities in 2020. While the City did not suffer the direct impacts of Hurricane Dorian (September 2019), the City did take preventative measures to ensure the City was in the best position to prepare and respond to any impacts to the category 5 hurricane. The City is following the FEMA guidelines for reimbursement and has submitting all applicable costs associated with the event to FEMA and the State of Florida.

LONG-TERM FINANCIAL PLANNING

The City adopts a multi-year Capital Improvement Program (CIP) annually as part of the budgetary process. The CIP is a planning tool to recognize when major cash expenditures may be necessary. The revenue sources for these projects may come from the issuance of debt, grants, new revenue sources, impact fees and/or fund reserves. Some of the major projects included in the CIP for 2020-2024 that will impact the future are:

- SR 520 Interim Safety Improvements
- Fiske Boulevard Streetscape
- Harrison Street Streetscape Project
- Riverfront Park Improvement Project
- Southern Gateway Traffic Circle Project
- Pineda Street Roadway and Sidewalk Reconstruction
- Cocoa Civic Center Building Improvements
- City Fiber Expansion Project
- Dyal Plant Chemical Conversion & Reliability Improvement Project
- Replacement, Repair and Improvements to Utility Infrastructure
- Vehicle and Machinery Replacements

RELEVANT FINANCIAL POLICIES

The Fund Balance Reserve Policy was revised in October 2011 to comply with the new fund balance reporting requirements defined in GASB Statement No. 54, Fund Balance Reporting and Government Fund Type Definitions. This policy, utilized by management as a budgetary tool, establishes a Capital Replacement Reserve (not less than 5% of total capital outlay reported in the prior year audited CAFR) and a Stabilization Reserve (no less than $9.5 M or 33% of the total operating expenditures reported in the prior year audited CAFR, whichever is greater) for the General Fund. These reserves are approved by Council by a resolution and are reported in the CAFR as Committed Fund Balances. The policy states that reserves should only be used for one-time emergency expenditures. The reserves also should not be used for ongoing expenditures unless a viable revenue plan designated to sustain the expenditures is simultaneously adopted. In the event the funds are not available to establish or replenish the minimum required balances, the target goals shall be achieved by adding a designated amount to the budget to cover the deficiencies over a period not to exceed five years.

MAJOR INITIATIVES

The City of Cocoa manages an extensive Stormwater Utility System that serves to protect individual and personal property, while reducing the impacts of urban runoff to the natural environment and specifically the ecological significant Indian River Lagoon. During the fiscal year 2019 the City competed a 10-year Stormwater Utility Capital Improvement Plan. While at the same time the capital plan was being completed, a Study was completed to develop a sustainable financial plan and modern assessment structure that satisfies the project cost of providing the service. The stormwater fee structure was modified to ensure an equitable allocation of costs to different parcel types and a complete evaluation of each parcel within the corporate limits of Cocoa was completed to determine impervious area associated with each. Based on the needs of the capital improvement plan, the revenue requirements will be evaluated on an annual basis.

The City recognizes the need for repair, maintenance and replacement of streets and roads throughout the City for which the City is responsible. Some of these street projects include the Fiske Boulevard Streetscape, Harrison Street Streetscape, the Pineda Street Reconstruction, and the State Road 520 Interim Safety Improvements. These projects are in addition to the annual street paving program.

In 2019 the City and the Cocoa Redevelopment Agency finalized the design and engineering as well as began construction on the reimagined waterfront due to the impacts of Hurricane Irma. These projects include more resilleint and user friendly designs to ensure the waterfront amenaties will be availible for future generations. These projects include a 250' publicly accesible t-dock, 14 boat slips for day dockage and waterfront promenade designed to provide enhanced engagement with the waterfront. The City is partnering with FEMA, Florida Inland Navigational District and the Cocoa Redevelopment Agency to fund the projects with a completion anticipated of July 2020.

The City also began the construction of a 16,000 sq.ft. community recreation center in the heart of the Diamond Square Community Redevelopment Area in FY 2019. The facility has an overall budget of $4.7 million and will provide programming to address systemic social and economic issues beyond just recreation. The funding for the project is from a variety of partners to include the use of City general fund reserves ($3.5 million), Diamond Square Community Redevelopment Agency ($47,488), Housing and Urban Development Community Development Block Grant (CDBG), Section 108 Loan ($894,000), Brevard County Parks and Recreation ($200,000), and Brevard County CDBG ($175,000). The current center was constructed in 1962 and is in need of significant repair and is functionally obsolete.

included an unmodified ("clean") opinion, is located at the front of the financial section of this report.

Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Cocoa for its Comprehensive Annual Financial Report for the fiscal year ended September 30, 2018. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements. A Certificate of Achievement is valid for a period of one year only. Management believes that the City's fiscal year 2019 comprehensive annual financial report (CAFR) continues to meet the Certificate of Achievement Program's requirements. This CAFR is being submitted to GFOA to determine its eligibility for award of a certificate for the fiscal year 2019 CAFR.

The preparation of the Comprehensive Annual Financial Report was made possible by the dedicated service of the entire staff of the Finance Department. Sincere appreciation for the contributions made in the preparation of this report are extended to each member of the Finance Department.

Sincerely,

Matthew Fuhrer
Interim City Manager

Rebecca J. Bowman
Finance Director

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Cocoa

Florida

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

September 30, 2018

Christopher P. Morrill

Executive Director/CEO

Serving the Community

COUNCIL

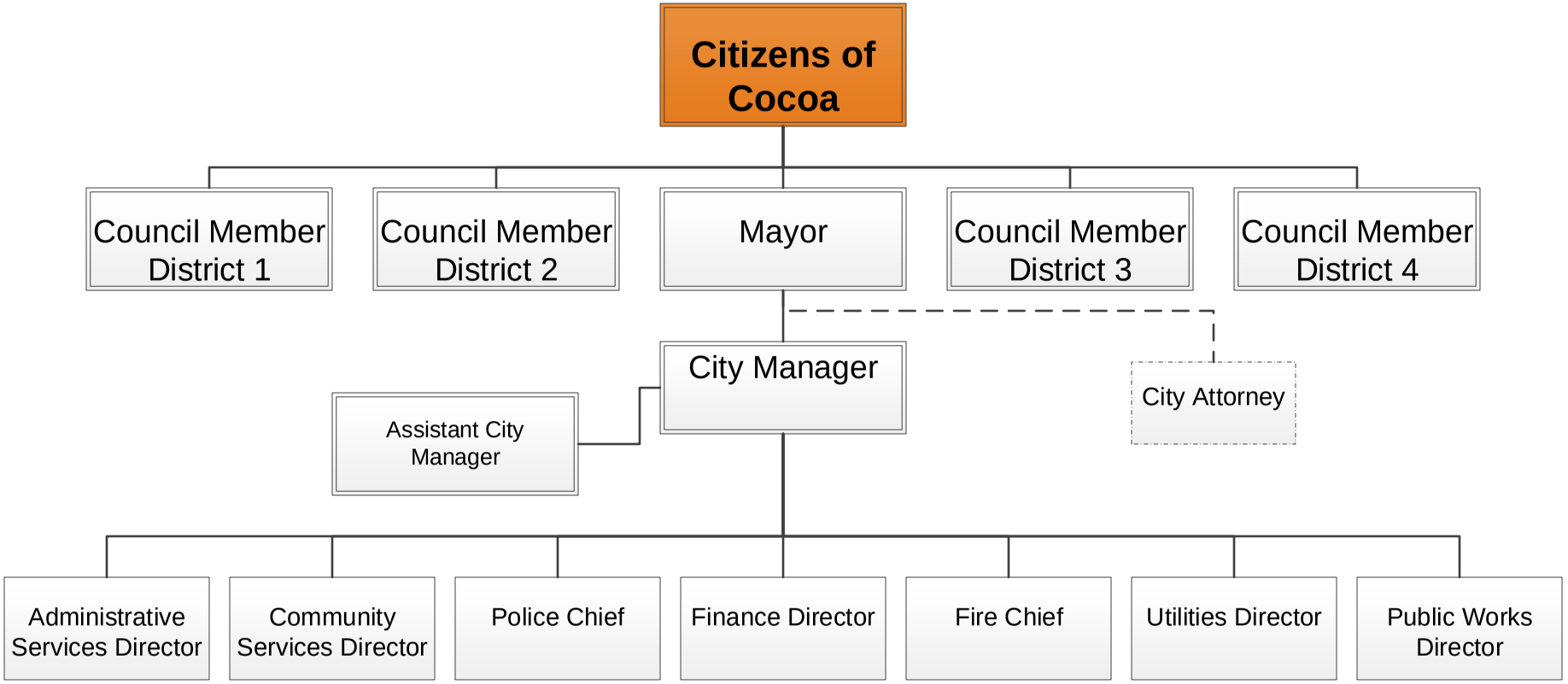
Henry U. Parrish, III	Mayor
Jeri Blanco	Deputy Mayor
Brenda Warner	Council Member
Clarence Whipple Jr.	Council Member
Donald Boisvert	Council Member

EXECUTIVE MANAGEMENT TEAM

John A. Titkanich, Jr., AICP, ICMA-CM	City Manager
Anthony Garganese	City Attorney
Matthew Fuhrer	Assistant City Manager
Rebecca Bowman, CGFO, CGFM	Finance Director
Karen D. Hamilton	Community Services Director
Gene Prince	Fire Chief
Mike Cantaloupe	Police Chief
John Walsh II, P.E.	Utilities Director
Everett J. Wegerif, P.E.	Public Works/Stormwater Director
Tammy Gemmati, PHR	Administrative Services Director

As of September 30, 2019

City of Cocoa Organizational Chart



MSL
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

The Honorable Mayor and
Members of the City Council
City of Cocoa, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Cocoa, Florida (the "City") as of and for the fiscal year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to in the first paragraph present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City as of September 30, 2019, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

INDEPENDENT AUDITOR'S REPORT
(Concluded)

Other Matters

Required Supplementary Information
Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the other required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information
Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory section, the other supplementary information section, and the statistical section, as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The other supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the other supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory section and statistical section have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards,* we have also issued our report dated April 29, 2020, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

MSL, P.A.

Certified Public Accountants

Orlando, Florida
April 29, 2020

Management's Discussion and Analysis

As management of the City of Cocoa (the "City"), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended September 30, 2019. We encourage readers to consider the information presented here in conjunction with additional information we have furnished in our letter of transmittal.

Financial Highlights

- The assets and deferred outflows of resources of the City of Cocoa exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by $193,946,122 (net position). Of this amount, $7,683,377 (unrestricted net position) may be used to meet the government's ongoing obligations to citizens and creditors.

- The primary government's total net position increased $7,910,863 or 4.3% from the previous year. This increase was attributed to the decrease of $2,036,164 in the governmental activities and an increase of $9,947,027 in the business-type activities.

- At September 30, 2019, the City's governmental funds reported combined ending fund balance of $36,838,611, a decrease of $245,951 compared to the prior year. The City's governmental fund balance consists of the following:

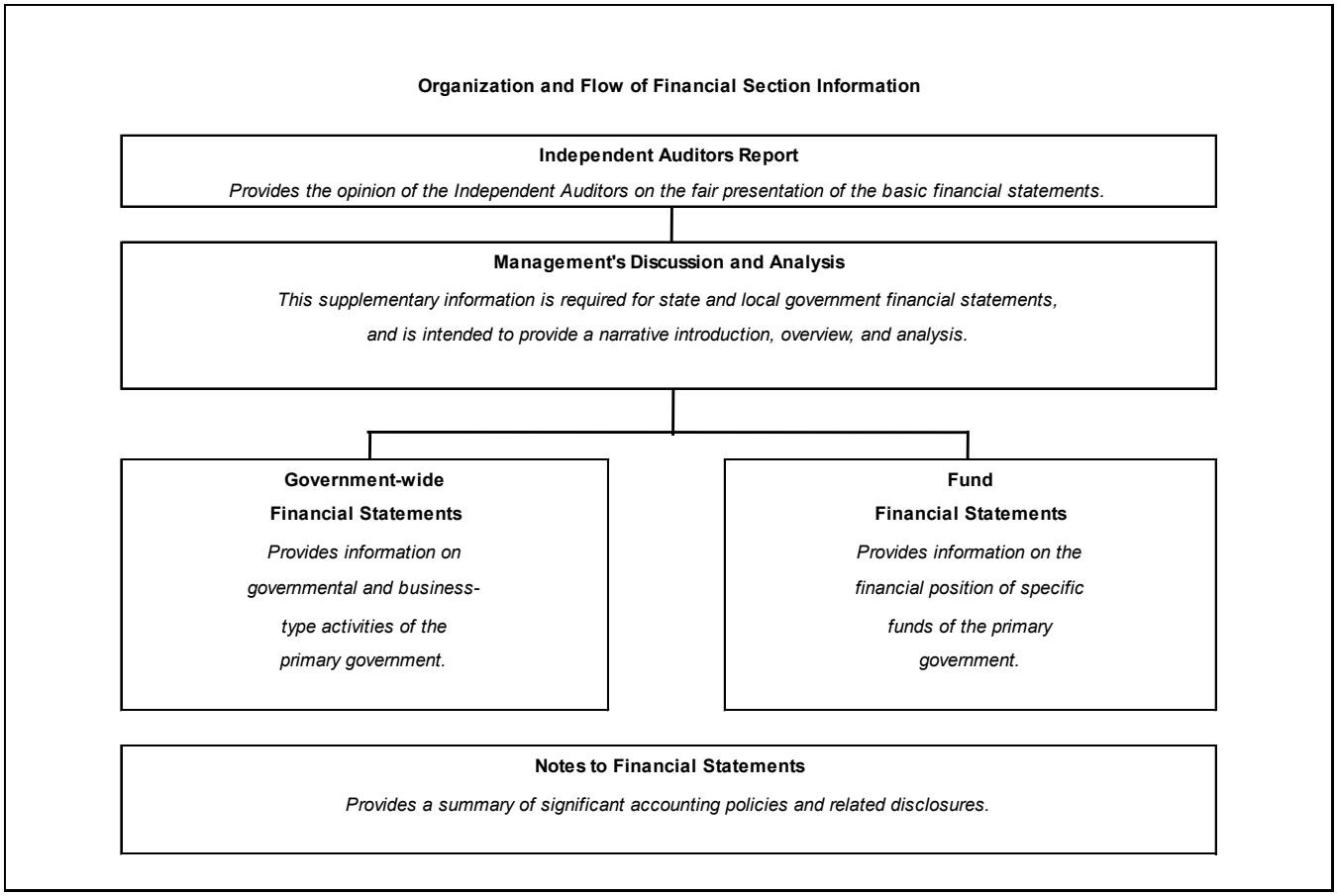
Non-spendable -	$ 1,673,192 (inventory, prepaid items and certain long-term receivables)
Restricted -	$ 3,314,866 (grants and other restricted revenue sources)
Committed -	$ 20,270,184 (stabilization and capital replacement reserves)
Assigned -	$ 6,250,000 (community improvement projects/debt service payments)
Unassigned -	$ 5,330,369 (available for spending at the government's discretion)

- At the end of the current fiscal year, the unassigned fund balance of the General Fund was $5,396,667 or 14.3% of total general fund expenditures.

- The City's total long-term liabilities increased $38,428,572 (23.9%) during the current fiscal year. The governmental activities long-term liabilities increased by $2,418,548 due mainly to increased net pension liability. The business-type activities long-term liabilities increased by $36,010,024 due to issuance of the Series 2018B bond offset by the normal reductions resulting from annual debt service payments.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.



Government-wide financial statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances in a manner similar to a private-sector business.

The *Statement of Net Position* presents information on all of the City's assets, deferred outflows of resources, liabilities, and deferred inflows of resources. The difference between the assets and liabilities is reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *Statement of Activities* presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities reflect the City's basic services, including general government, public safety, physical environment, economic environment and recreation. The business-type activities of the City include the Water and Sewer Utility System and the Stormwater Utility System.

The government-wide financial statements include the City itself (known as the primary government), and two legally separate redevelopment agencies for which the City is financially accountable – Diamond Square Community Redevelopment Agency and U.S. 1 Corridor Community Redevelopment Agency. Financial information for these component units are reported separately from the financial information presented for the primary government itself. The Cocoa Community Redevelopment Agency, although also legally separate, functions for all practical purposes as a department of the City and, therefore, has been included as an integral part of the primary government.

Fund financial statements. A *fund* is a grouping of related accounts used to maintain control over resources that are segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds and fiduciary funds.

Governmental funds. *Governmental funds* are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources* and *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City maintains nine individual governmental funds: the General Fund, Cocoa Housing Assistance Trust Fund, Cocoa Community Redevelopment Agency and six non-major funds. The non-major funds are the Community Development Block Grant, Brevard County Home Program, Police Confiscated Funds, Police Special Education, Loan Guarantee and Debt Service funds. Information is presented separately in the Governmental Fund Balance Sheet and in the Governmental Fund Statement of Revenues, Expenditures, and Changes in Fund Balances for the General Fund, the Capital Improvement Fund, and the Cocoa Community Redevelopment Agency, each of which is reported as a major fund. The Cocoa Community Redevelopment Agency Fund does not qualify as a major fund but the City desires to report this fund separately to bring the activities of this fund to the reader's attention. Data from the other six governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements elsewhere in this report.

The City adopts an annual appropriated budget for its General Fund and Special Revenue Funds. A budgetary comparison schedule` has been provided for the General Fund and each major Special Revenue Fund to demonstrate compliance with this budget.

Proprietary funds. The City maintains two different types of proprietary funds. Enterprise Funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses Enterprise Funds to account for its Water and Sewer Utility System and Stormwater Utility System activities. Internal Service Funds are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City uses Internal Service Funds to account for the activity of its worker's compensation and self-insured health plans. Because these services predominantly benefit governmental rather than business-type functions, they have been included within governmental activities in the government-wide financial statements.

Fiduciary funds. Fiduciary Funds are used to account for resources held for the benefit of parties outside the government. Fiduciary Funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City's own programs. The accounting used for Fiduciary Funds is much like that used for Proprietary Funds.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other information. In addition to the basic financial statements and accompanying notes, this report also presents certain Required Supplementary Information concerning the City's progress in funding its obligation to provide pension benefits to its employees. Required Supplementary Information can be found in a separate section of this report.

The combining statements referred to earlier in connection with Non-major Governmental Funds and Internal Service Funds are presented immediately following the required supplementary information on pensions.

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets exceeded liabilities by $193,946,122 at the close of fiscal year September 30, 2019.

By far the largest portion of the City's net position ($134,883,703 or 69.6%) reflects its investment in capital assets (e.g., land, buildings, machinery and equipment, infrastructure and improvements, and intangibles); less any related debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources since the capital assets themselves cannot be used to liquidate these liabilities.

City of Cocoa

Net Position

	Governmental Activities		Business-type Activities		Total	
	2019	2018	2019	2018	2019	2018
Current and Other Assets	$ 45,050,855	$ 45,635,661	$ 101,126,831	$ 55,861,422	$ 146,177,686	$ 101,497,083
Capital Assets (Net)	47,942,708	48,495,915	207,507,528	209,984,868	255,450,236	$ 258,480,783
Total Assets	92,993,563	94,131,576	308,634,359	265,846,290	401,627,922	359,977,866
Deferred Outflows of Resources						
Deferred Outflows related to refundings	-	-	4,718,314	2,160,243	4,718,314	2,160,243
Deferred Outflows for OPEB	1,199,505	7,471,926	812,165	3,527,271	2,011,670	10,999,197
Deferred Outflows for Pensions	6,751,645	763,218	3,186,911	518,192	9,938,556	1,281,410
Total Deferred Outflows of Resources	7,951,150	8,235,144	8,717,390	6,205,706	16,668,540	14,440,850
Noncurrent Liabilities	67,264,669	64,846,121	132,175,686	96,165,662	199,440,355	161,011,783
Other Liabilities	2,592,185	3,270,908	16,814,704	17,406,487	19,406,889	20,677,395
Total Liabilities	69,856,854	68,117,029	148,990,390	113,572,149	218,847,244	181,689,178
Deferred Inflows of Resources						
Deferred Inflows for OPEB	2,020,899	972,076	1,343,166	636,465	3,364,065	1,608,541
Deferred Inflows for Pensions	1,306,507	3,480,998	832,524	1,604,740	2,139,031	5,085,738
Total Deferred Inflows of Resources	3,327,406	4,453,074	2,175,690	2,241,205	5,503,096	6,694,279
Net Position:						
Net Investment in Capital Assets	29,498,816	28,913,932	142,364,912	138,261,322	171,863,728	167,175,254
Restricted	941,298	695,990	11,381,896	11,227,943	12,323,194	11,923,933
Unrestricted	(2,679,661)	186,695	12,438,861	6,749,377	9,759,200	6,936,072
Total Net Position	$ 27,760,453	$ 29,796,617	$ 166,185,669	$ 156,238,642	$ 193,946,122	$ 186,035,259

An additional portion of the City's net position ($51,379,042 or 26.4%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position, $7,683,377, may be used to meet the government's ongoing obligations to citizens and creditors.

At the end of the current fiscal year, the City is able to report positive balances in all three categories of net position, both for the government as a whole and for its separate governmental and business-type activities except for the Loan Guarantee Fund, which reports a negative unrestricted fund balance. The chart on the following page provides information on the City's net position.

	Governmental Activities		Business-type Activities		Total	
	2019	2018	2019	2018	2019	2018
REVENUES						
Program Revenues:						
Charges for Services and Fees	$ 15,083,760	$ 14,252,008	$ 66,952,175	$ 64,187,799	$ 82,035,935	$ 78,439,807
Operating Grants and Contributions	2,439,991	1,953,430	-	-	2,439,991	1,953,430
Capital Grants and Contributions	600,292	72,781	3,324,099	3,783,027	3,924,391	3,855,808
General Revenues:						
Property Taxes	5,635,515	5,168,838	-	-	5,635,515	5,168,838
Shared Revenues	2,435,036	3,706,378	-	-	2,435,036	3,706,378
Other Taxes and Fees	4,167,397	4,083,556	-	-	4,167,397	4,083,556
Unrestricted Investment Earnings	668,857	142,396	2,041,815	217,198	2,710,672	359,594
Other	195,168	404,879	73,980	5,549	269,148	410,428
Total Revenues	31,226,016	29,784,266	72,392,069	68,193,573	103,618,085	97,977,839
EXPENSES						
General Government	14,712,121	14,324,743	-	-	14,712,121	14,324,743
Public Safety	18,071,667	16,768,238	-	-	18,071,667	16,768,238
Physical Environment	2,376,579	2,304,779	-	-	2,376,579	2,304,779
Transportation	1,221,639	774,532	-	-	1,221,639	774,532
Economic Environment	3,008,059	1,192,366	-	-	3,008,059	1,192,366
Culture/Recreation	1,607,032	1,476,661	-	-	1,607,032	1,476,661
Interest on Long-term Debt	649,182	676,437	-	-	649,182	676,437
Water and Sewer	-	-	52,538,165	47,733,339	52,538,165	47,733,339
Stormwater	-	-	1,522,778	1,218,376	1,522,778	1,218,376
Unallocated Depreciation	-	-	-	-	41,646,279	-
Total Expenses	41,646,279	37,517,756	54,060,943	48,951,715	137,353,501	86,469,471
Increase/(Decrease) in Net Assets before Transfers	(10,420,263)	(7,733,490)	18,331,126	19,241,858	(33,735,416)	11,508,368
Transfers	8,384,099	7,280,466	(8,384,099)	(7,280,466)	(33,735,416)	-
Increase/(Decrease) in Net Position	(2,036,164)	(453,024)	9,947,027	11,961,392	7,910,863	11,508,368
Net Position - Beginning of Year	29,796,617	30,249,641	156,238,642	144,277,250	(25,824,553)	176,026,553
Net Position - End of Year	$ 27,760,453	$ 29,796,617	$166,185,669	$ 156,238,642	$ 193,946,122	$ 187,534,921

Governmental activities. Governmental activities decreased the City's net position by $2,036,164. Key elements of this decrease are as follows:

- The City's total governmental revenues, excluding transfers, increased by $1,490,022 (5.0%) from the prior year. Charges for services, operating and capital grants and contributions revenue increased $1,845,824, largely due to increased grant revenue from obligations and reimbursements from FEMA for Hurricanes Irma and Matthew. Property taxes, other taxes, shared revenues and miscellaneous income remained consistent with the prior year.

- Expenses related to public safety activities increased by $1,303,429 (7.7%) from the prior year. This increase can be attributed to an increase in capital spending an increase in personal services due to negotiated salary increases.

- Although governmental expenditures exceeded revenues by $10,420,263, the net contributions from other funds (transfers) of $8,384,099 decreased the deficit to $2,036,164.

Business-type activities. Business-type activities increased the City's net position by $9,947,027. Key elements of this increase are as follows:

- Business-type activities reflect a 6.0% increase in revenues in the amount of $4,124,516. This increase can be attributed an increase in charges for services of $2,764,376 and in an increase of investment earnings of $1,824,617. There were decreases of $464,477 in capital and operating grants and contributions and other revenue.

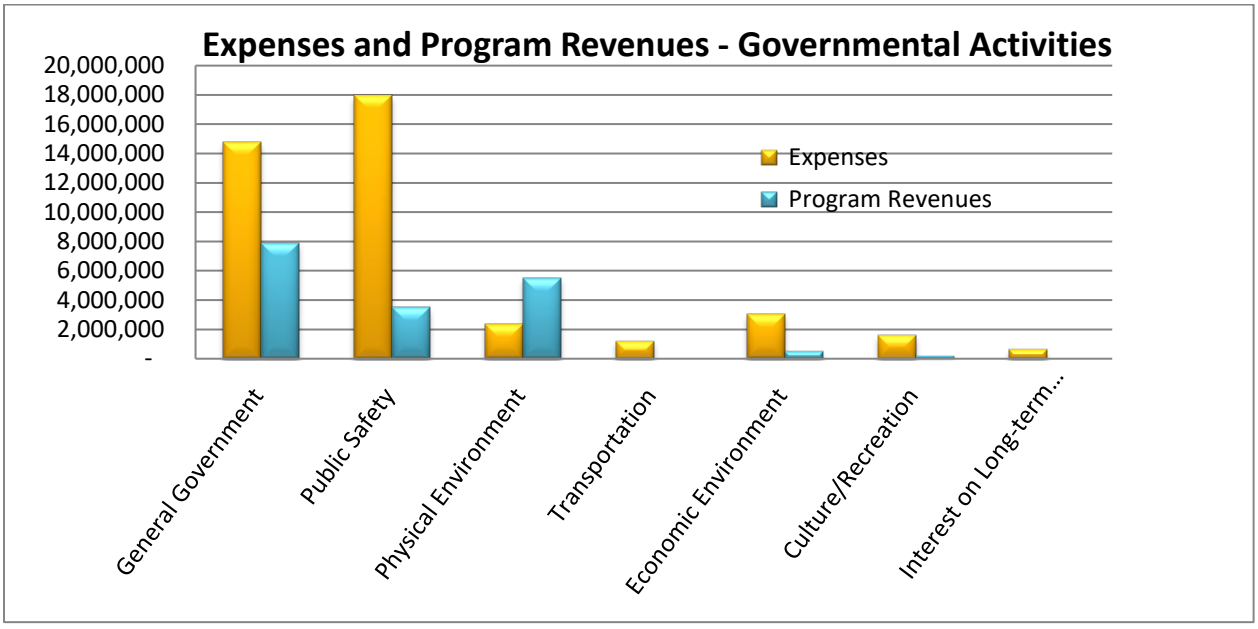
- Business-type revenues exceeded expenses by $18,331,126 before transfers to the General Fund. Expenses before transfers related to business-type activities increased $5,109,228 (10.4%) from the previous year. This increase can be attributed to a change in the calculation of the transfers to the general fund for cost of services, return on investment and payment in lieu of franchise fees.

The following charts and graphs show the results of governmental activities for fiscal year ended 2019:

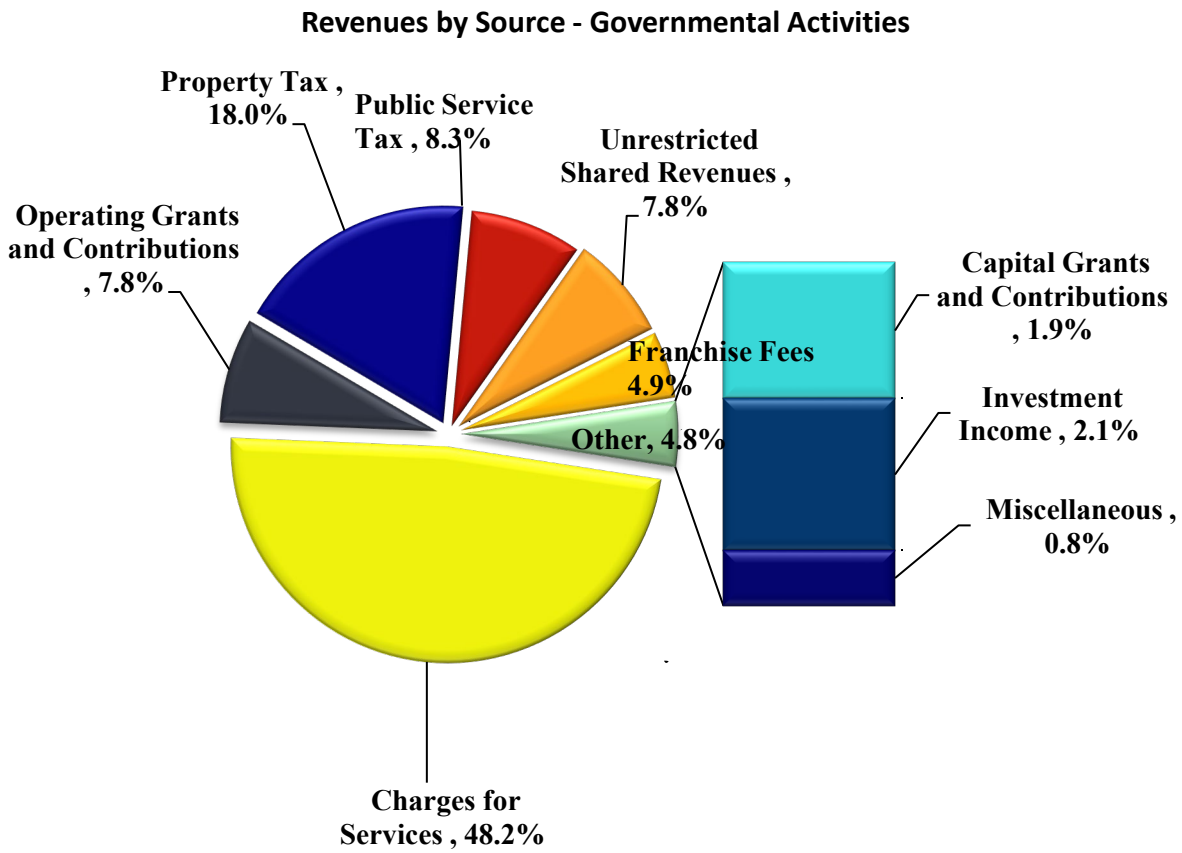
Expenses and Program Revenues - Governmental Activities

For the Year Ended September 30, 2019

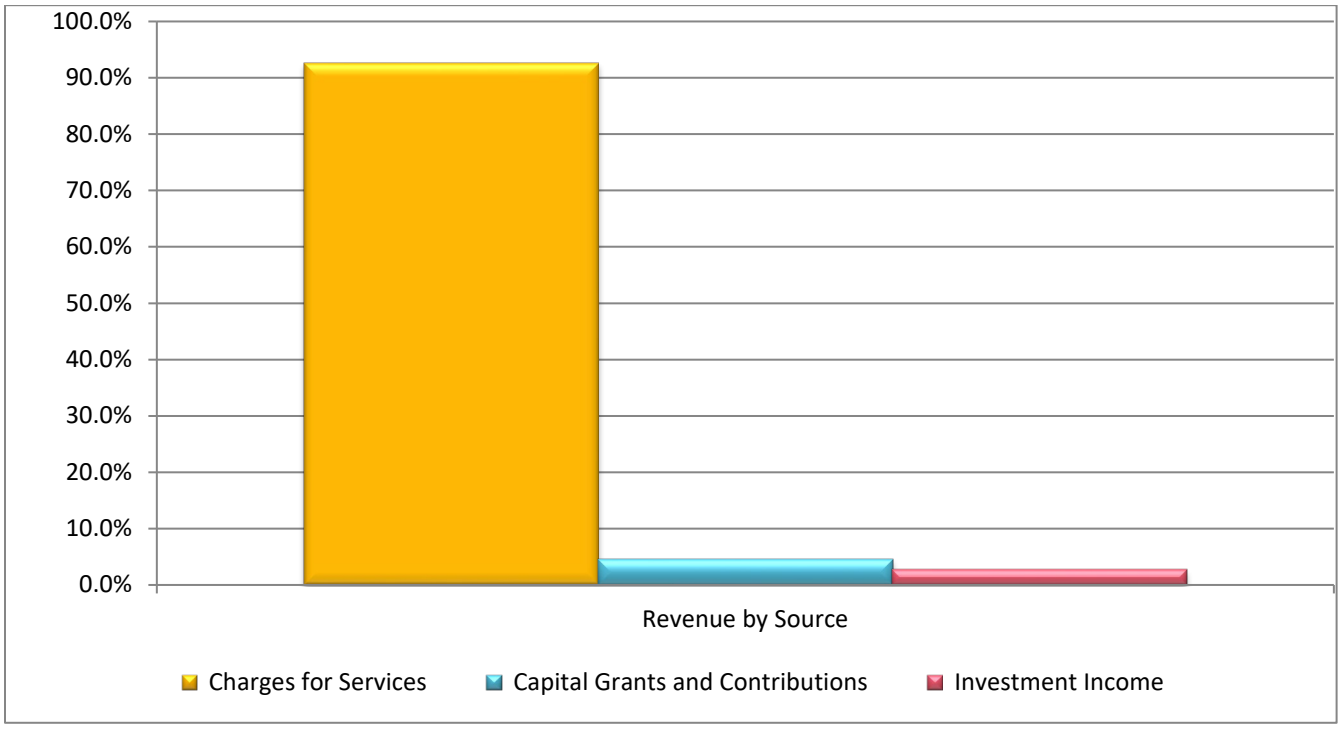
Functions/Programs	Expenses	% of Total	Program Revenues	% of Total	Net (Expense) Revenue
General Government	14,712,121	35.3%	$ 7,871,472	43.5%	$ (6,840,649)
Public Safety	18,071,667	43.3%	3,480,814	19.2%	(14,590,853)
Physical Environment	2,376,579	5.7%	5,517,667	30.4%	3,141,088
Transportation	1,221,639	2.9%	-	0.0%	(1,221,639)
Economic Environment	3,008,059	7.2%	1,113,293	6.1%	(1,894,766)
Culture/Recreation	1,607,032	3.9%	140,797	0.8%	(1,466,235)
Interest on Long-term Debt	649,182	1.7%	-	-	(649,182)
	$ 41,646,279	100.0%	$ 18,124,043	100.0%	$ (23,522,236)



Description		Revenues	% of Total
Charges for Services	$	15,083,760	48.3%
Operating Grants and Contributions		2,439,991	7.8%
Capital Grants and Contributions		600,292	1.9%
Property Tax		5,635,515	18.0%
Public Service Tax		2,611,295	8.4%
Unrestricted Shared Revenues		2,435,036	7.8%
Gain on Sale of Capital Assets		-	0.0%
Franchise Fees		1,556,102	5.0%
Investment Revenue		668,857	2.1%
Miscellaneous		195,168	0.6%
	$	31,226,016	99.9%



Revenues by Source - Business-type Activities



The largest portion of revenues for business type funds is charges for services. This is comprised of charges for water and sewer services in the Water and Sewer System and stormwater fees in the Stormwater Fund.

Financial Analysis of the Government's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds. The focus of the City's governmental funds is to provide information on near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the City's financing requirements. The equity section indicates the extent to which the government is bound to honor constraints on the specific purpose for which amounts in the fund can be spent. The five components of fund balance are as follows:

- Non-spendable fund balance – the portion of the fund balance that cannot be spent because of its form or must be maintained intact. Examples are inventory, prepaid items and certain long-term receivables.
- Restricted fund balance – the portion of the fund balance subject to externally enforceable legal restrictions. Examples are grants, contributions and restricted debt service requirements.
- Committed fund balance – the portion of the fund balance constrained by limitations imposed by the City Council, by resolution, for specific purposes. Examples are stabilization reserve and capital replacement reserve.
- Assigned fund balance – the portion of the fund balance assigned to specific projects or items by the City Council or City Manager. Examples are reserves dedicated to future specific projects and debt service reserves that are not legally restricted.
- Unassigned fund balance – the remaining portion of the fund balance available for spending at the government's discretion.

As of the end of the current fiscal year, the City's governmental funds reported combined ending fund balance of $36,838,611 a decrease of $245,951 in comparison to the prior year. The amount of $5,141,406 constitutes the unassigned portion of the fund balance which is available for spending at the government's discretion. The remainder of fund balance is non-spendable, restricted, committed or assigned to indicate restriction requirements depending on the classification. Major restrictions, commitments or assignments include 1) $3,504,264 is restricted by grant requirements and state statutes, 2) $20,270,184 is committed for capital replacement and unanticipated events adversely affecting the financial condition of the City and jeopardizing the continuation of necessary public services, and 3) $6,250,000 is assigned for future expenses for Cocoa park improvements, city-wide software upgrade, city-wide roadway construction, economic incentives, sustainability and resilience initiatives and fleet fueling replacement.

The General Fund is the chief operating fund of the City. At the end of the current fiscal year, the total fund balance of the general fund was $25,412,668, a decrease of $7,398,822 from the previous year primarily due to interfund transfers to capital projects funds. As a measure of the general fund's liquidity, it may be useful to compare the unassigned fund balance to total expenditures. This amount represents 14.4% of total general fund expenditures.

The Capital Projects fund has a total fund balance of $7,981,809. The net increase in fund balance during the current year in the Capital Projects fund was $6,265,177. The increase in fund balance is due to transfers from General Fund to provide resources for the Dr. Joe Lee Smith Community Center, Fiske Boulevard improvements and Lee Wenner Park improvements.

The Cocoa Community Redevelopment Agency fund has a total fund balance of $1,980,227. The increase in fund balance of $686,314 over the prior year is primarily due to an increase in tax increment financing due to higher taxable values, offset by decreases in capital outlay and other expenditures.

Proprietary Funds. The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

Unrestricted net position of the Water and Sewer Fund at the end of the current fiscal year amounted to $9,550,871, an increase of $3,244,576. This increase can be attributed to decreased capital spending, as a result of bond funded capital projects and increases in revenue due to planned rate increases.

The unrestricted net position for the Stormwater Utility amounted to $812,602, an increase of $369,520. The stormwater revenue increased by $50,461 due to the annual rate increase. The expenses increased by $304,402 with administration costs increasing by $284,320 and depreciation increasing by $20,082.

General Fund Budgetary Highlights

	Original Budget	Final Budget	Change
General Government	$ 14,054,534	$ 14,357,366	$ 302,832
Public Safety	16,414,981	16,630,263	215,282
Physical Environment	2,647,374	3,072,885	425,511
Transportation	1,261,483	1,311,543	50,060
Culture/Recreation	1,441,638	1,543,964	102,326
Economic Environment	433,387	2,457,499	2,024,112
Other Sources/(Uses)	1,655,314	1,432,497	(222,817)
	$ 37,908,711	$ 40,806,017	$ 2,897,306

The net differences between the original budget and the final amended budget expenditures resulted in an increase in the amount appropriated for expenditures, including transfers out, of $2,897,306 which is a result of an increase of $2,000,000 for an economic development incentive and various other budgetary changes.

	Actual Expenditures	Final Budget	Change	
General Government	$ 13,074,948	$ 14,357,366	$ 1,282,418	8.9%
Public Safety	15,660,861	16,630,263	969,402	5.8%
Economic Environment	2,252,073	2,457,499	205,426	8.4%
Physical Environment	2,781,133	3,072,885	291,752	9.5%
Transportation	1,098,194	1,311,543	213,349	16.3%
Culture/Recreation	1,391,843	1,543,964	152,121	9.9%
Other Sources/(Uses)	860,210	1,432,497	(572,287)	-40.0%
	$ 37,119,262	$ 40,806,017	$ 2,542,181	6.2%

The actual net expenditures were $2,595,001 under the final budget projections. This is due to conservative spending in various divisions, with the largest variance of actual expenditures vs. budget occurring the General Operations division. This division accounts for $540,866 of the variance due to decreased professional and legal costs and a reduction in bad debt expense.

Actual resources available for appropriation were more than the final budget. The final revenue budgeted for the general fund was $26,410,519; actual receipts of $27,947,200 indicated an excess of 5.8% or $1,536,881 from anticipated revenues. This was due variances in contributions from private sources ($329,314), higher investments earnings ($410,084), increased revenue from federal grants ($172,687), increased franchise fee collections ($183,610), increased utility services taxes ($211,761) and other miscellaneous budgetary variances in other revenue accounts.

Capital Assets and Long-term Liabilities

Capital Assets. The City's investment in capital assets for its governmental and business-type activities as of September 30, 2019, amounts to $255,450,236 (net of accumulated depreciation). This represents a net decrease of $3,030,547 (1.2%) from the previous year. There was a decrease in governmental activities of $553,207 representing 18.3 % of the total change in capital assets and a $2,477,340 decrease in business-type activities' capital assets, or 81.7% of the total change in capital assets. This investment in capital assets includes land, buildings, improvements other than buildings, machinery and equipment, infrastructure, intangibles and construction in progress.

Major capital asset events during the current fiscal year included the following:

- 25 MSA Self-Contained Breathing Apparatuses - $150,926
- Dr. Joe Lee Smith Community Center - $121,553
- Lee Wenner Park Stabilization - $583,504
- Continued Lee Wenner T-Dock/Waterfront Projects - $312,677
- Well Hydrogeological Services - $272,017
- Dyal Water Plant HVAC Chillers - $273,618
- Redundant Finish Flow Pipe - $2,097,220
- Biological Nutrient Removal Efficiency Improvement - $181,809
- Parkson Barscreen Project - $183,049
- John Deere Tractor - $119,063

These asset additions were offset by depreciation expense.

City's Capital Assets
(net of depreciation)

	Governmental Activities		Business-type Activities		Total	
	2019	2018	2019	2018	2019	2018
Land	$ 6,876,215	$ 6,876,215	$ 2,919,197	$ 2,919,197	$ 9,795,412	$ 9,795,412
Buildings and Improvements	25,865,715	25,865,248	10,918,043	10,918,043	36,783,758	36,783,291
Machinery and Equipment	15,030,403	16,430,915	24,810,437	24,407,342	39,840,840	40,838,257
Intangible	2,138,750	2,123,750	3,381,928	2,707,027	5,520,678	4,830,777
Infrastructure/Imp Other	72,446,465	71,793,763	368,753,732	343,637,980	441,200,197	415,431,743
Construction in Progress	1,738,883	679,916	17,562,755	34,960,230	19,301,638	35,640,146
	124,096,431	123,769,807	428,346,092	419,549,819	552,442,523	543,319,626
Less: Accumulated Depreciation	(76,153,723)	(75,273,892)	(220,838,563)	(209,564,952)	(296,992,286)	(284,838,844)
Capital Assets, net	$ 47,942,708	$ 48,495,915	$ 207,507,529	$ 209,984,867	$ 255,450,237	$ 258,480,782

Long-term Liabilities. At the end of the current fiscal year, the City had total bonded debt outstanding of $108,902,457. The entire amount of the City's bonded debt represents bonds secured by specified revenue sources (i.e., revenue bonds).

City of Cocoa
Outstanding Long-term Debt

The City's long-term debt increased by $36,200,665 (39.7%) during the current fiscal year. There was a new bond issue in the fiscal year of $37,540,000 and a bond refinancing in the amount of $20,835,000 in the Water and Sewer Utility. This was offset by reduction in outstanding debt due debt service payments in accordance with established amortization schedules. More detailed information on the City's long-term debt can be found in the footnote **2 G. Long-term Debt** of the financial statements.

	Governmental Activities		Business-type Activities		Total	
	2019	2018	2019	2018	2019	2018
Bonds Payable	$ 15,916,240	$ 16,410,421	$ 92,986,217	$ 53,625,144	$ 108,902,457	$ 70,035,565
Notes and Loans Payable	2,492,000	3,103,000	15,930,126	17,952,442	18,422,126	21,055,442
Capital Leases	35,652	68,562	-	-	35,652	68,562
	$ 18,443,892	$ 19,581,983	$ 108,916,343	$ 71,577,586	$ 127,360,235	$ 91,159,569

Economic Factors and Next Year's Budgets and Rates

Local, national and international economic factors influence the City's revenues in a variety of ways. Positive economic growth is correlated with increased revenues from property taxes, sales taxes, fuel taxes, charges for services, state revenue sharing as well as state and federal grants. Economic growth may be measured by a variety of indicators such as employment growth, new construction, assessed property values and enterprise fund revenues and net asset growth. New residential and commercial developments have been occurring in the City in recent years and the national economy was at near full employment. The local economy continued its recovery since the Great Recession until the COVID19 pandemic. As of the issuance of the City's financial statements, the economic impact of COVID19 is unknown. In the State of Florida, the governor issued a "safer at home" executive order, allowing for only essential businesses to operate from April 1, 2020 to April 30, 2020. Conservative estimates for revenue will be used for the upcoming budget year and costs will be scrutinized to ensure the sustainability of City operations.

The City maintained its millage rate of 5.979 mills, and, as a result, no reduction in the level of services were required for the FY 2019 budget. This was accomplished by adhering to the City's comprehensive financial policies, a thorough reassessment of the base budget and a critical review of all proposed additions to the budget.

The unemployment rate for the City and the surrounding area at September 30, 2019, was 3.3%, a .4% increase from the previous year. This compares to an unemployment rate of 2.9% for the state of Florida and 3.5% nationally.

The City Council adopted the tax millage rate of 5.9790 in FY 2019 to sufficiently fund the current level of services to the citizens and business owners of Cocoa. The taxable value of real property increased 13.0% in 2019. A local dealership that moved into the City and a major retail chain with a distribution center in the City came on the tax rolls in FY 2019. Other revenue increases in FY 2019 are attributable to planned rate increases for fire assessment, water and sewer, and stormwater.

Requests for Information

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Finance Director, 65 Stone Street, Cocoa, Florida 32922.

BASIC FINANCIAL STATEMENTS

City of Cocoa, Florida
Statement of Net Position
September 30, 2019

	Primary Government			Component Units	
	Governmental Activities	Business-Type Activities	Total	Diamond Square Redevelopment Agency	U.S. 1 Corridor Redevelopment Agency
Assets:					
Cash and cash equivalents	$ 31,973,339	$ 14,788,762	$ 46,762,101	$ 247,915	$ 6,187
Investments	11,006,413	6,578,274	17,584,687	-	-
Receivables	952,999	8,104,937	9,057,936	30	-
Receivables, earned but not billed	64,539	5,438,368	5,502,907	-	-
Tax receivable	34,910	-	34,910		
Due from other governments	229,873	-	229,873	-	-
Deposits	4,350	-	4,350	-	-
Inventory	50,485	883,393	933,878	-	-
Prepaid items	462,056	171,636	633,692	5,999	7,308
Restricted assets:					
Cash and cash equivalents	-	13,592,020	13,592,020	-	-
Investments	-	51,569,441	51,569,441	-	-
Other receivable	271,891	-	271,891	-	-
Capital assets:					
Land	6,876,215	2,919,197	9,795,412	181,192	286,391
Buildings	25,865,715	10,918,043	36,783,758	-	-
Improvements other than buildings	-	368,753,731	368,753,731	-	-
Machinery and equipment	15,030,403	24,810,437	39,840,840	-	-
Infrastructure	72,446,465	-	72,446,465	430,362	692,313
Intangibles	2,138,750	3,381,928	5,520,678	-	-
Construction in progress	1,738,883	17,562,755	19,301,638	-	-
Less accumulated depreciation	(76,153,723)	(220,838,563)	(296,992,286)	(86,983)	(162,696)
Total assets	92,993,563	308,634,359	401,627,922	778,515	829,503
Deferred Outflows of Resources:					
Deferred outflows related to refundings	-	4,718,314	4,718,314	-	-
Deferred outflows related to pensions	6,751,645	3,186,911	9,938,556	-	-
Deferred outflows related to OPEB	1,199,505	812,165	2,011,670	-	-
Total deferred outflows of resources	7,951,150	8,717,390	16,668,540	-	-
Liabilities:					
Accounts, contracts and retainage payable	1,658,088	12,485,283	14,143,371	9,847	62
Accrued payroll and related liabilities	713,555	292,528	1,006,083	647	-
Accrued interest payable	-	141,128	141,128	-	-
Due to other governments	4,663	7,902	12,565	-	-
Payable from restricted assets:					
Customer and developer escrow deposits	-	2,865,893	2,865,893	-	-
Escrow deposits	33,622	1,021,970	1,055,592	-	-
Unearned revenue	104,939	-	104,939	-	-
Other liabilities	77,318	-	77,318	-	-
Noncurrent liabilities:					
Due within one year:					
Revenue bonds payable	480,000	3,445,000	3,925,000	-	-
Notes payable	625,000	-	625,000	-	-
Capital lease	32,910	-	32,910		
State revolving loans payable	-	2,075,388	2,075,388	-	-
Accrued claims payable	2,426,924	-	2,426,924	-	-
Compensated absences	546,944	260,997	807,941	-	-
Due in more than one year:					
Revenue bonds payable	15,436,240	89,541,218	104,977,458	-	-
Notes payable	1,867,000	-	1,867,000	-	-
Capital lease	2,742	-	2,742	-	-
State revolving loans payable	-	13,854,737	13,854,737	-	-
Accrued claims payable	2,383,000	-	2,383,000	-	-
Total OPEB liability	20,173,006	13,040,463	33,213,469	-	-
Compensated absences	719,554	344,302	1,063,856	-	-
Net pension liability	22,571,349	9,613,581	32,184,930	-	-
Total liabilities	69,856,854	148,990,390	218,847,244	10,494	62
Deferred Inflows of Resources:					
Deferred inflows related to pensions	1,306,507	832,524	2,139,031	-	-
Deferred inflows related to OPEB	2,020,899	1,343,166	3,364,065	-	-
Total deferred inflows of resources	3,327,406	2,175,690	5,503,096	-	-
Net Position:					
Net investment in capital assets	29,498,816	142,364,912	171,863,728	524,571	816,008
Restricted for:					
Public safety	125,928	-	125,928	-	-
Housing assistance	815,370	-	815,370	-	-
Debt service	-	5,586,408	5,586,408	-	-
Renewal and replacement	-	5,795,488	5,795,488	-	-
Unrestricted	(2,679,661)	12,438,861	9,759,200	243,450	13,495
Total net position	$ 27,760,453	$ 166,185,669	$ 193,946,122	$ 768,021	$ 829,441

The accompanying notes are an integral part of the financial statements.

City of Cocoa, Florida
Statement of Activities
Year Ended September 30, 2019

Functions/Programs:	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Primary Government: Governmental Activities	Primary Government: Business-Type Activities	Primary Government: Total	Component Units: Diamond Square Redevelopment Agency	Component Units: U.S. 1 Corridor Redevelopment Agency
Primary Government									
Governmental activities:									
General government	$ 14,712,121	$ 6,599,101	$ 1,272,371	$ -	$ (6,840,649)	$ -	$ (6,840,649)	$ -	$ -
Public safety	18,071,667	3,013,695	467,119	-	(14,590,853)	-	(14,590,853)	-	-
Recreation	1,607,032	140,797	-	-	(1,466,235)	-	(1,466,235)	-	-
Economic development	3,008,059	-	513,001	600,292	(1,894,766)	-	(1,894,766)	-	-
Physical environment	2,376,579	5,330,167	187,500	-	3,141,088	-	3,141,088	-	-
Transportation	1,221,639	-	-	-	(1,221,639)	-	(1,221,639)	-	-
Interest on long-term debt	649,182	-	-	-	(649,182)	-	(649,182)	-	-
Total governmental activities	41,646,279	15,083,760	2,439,991	600,292	(23,522,236)	-	(23,522,236)	-	-
Business-type activities:									
Water and sewer	52,538,165	65,298,095	-	3,324,099	-	16,084,029	16,084,029	-	-
Stormwater utility	1,522,778	1,654,080	-	-	-	131,302	131,302	-	-
Total business-type activities	54,060,943	66,952,175	-	3,324,099	-	16,215,331	16,215,331	-	-
Total primary government	$ 95,707,222	$ 82,035,935	$ 2,439,991	$ 3,924,391	$ (23,522,236)	$ 16,215,331	$ (7,306,905)	$ -	$ -
Component Units									
Diamond Square									
Redevelopment Agency	$ 139,557	$ -	$ -	$ -	$ -	$ -	$ -	$ (139,557)	$ -
U.S. 1 Corridor									
Redevelopment Agency	363,992	-	-	-	-	-	-	-	(363,992)
Total component units	$ 503,549	$ -	$ -	$ -	$ -	$ -	$ -	$ (139,557)	$ (363,992)
General revenues:									
Property taxes					$ 5,635,515	$ -	$ 5,635,515	$ -	$ -
Public utility and communication taxes					2,611,295	-	2,611,295	-	-
Franchise fees					1,556,102	-	1,556,102	-	-
Shared revenues not restricted to specific programs					2,435,036	-	2,435,036	201,756	335,518
Gain on sale of capital assets					-	73,980	73,980	-	-
Unrestricted investment earnings					668,857	2,041,815	2,710,672	972	744
Miscellaneous					195,168	-	195,168	-	-
Transfers, net					8,384,099	(8,384,099)	-	-	-
Total general revenues					21,486,072	(6,268,304)	15,217,768	202,728	336,262
Change in net position					(2,036,164)	9,947,027	7,910,863	63,171	(27,730)
Net position, beginning					29,796,617	156,238,642	186,035,259	704,850	857,171
Net position, ending					$ 27,760,453	$ 166,185,669	$ 193,946,122	$ 768,021	$ 829,441

The accompanying notes are an integral part of the financial statements.

City of Cocoa, Florida
Balance Sheet - Governmental Funds
September 30, 2019

	General Fund	Cocoa Redevelopment Agency	Capital Projects Fund	Nonmajor Governmental Funds	Total Governmental Funds
Assets:					
Cash and cash equivalents	$ 18,603,480	$ 2,672,370	$ 7,476,075	$ 1,009,952	$ 29,761,877
Investments	7,429,591	-	-	557,367	7,986,958
Accounts receivable, net	949,705	-	-	-	949,705
Accounts receivable earned, but not billed	64,539	-	-	-	64,539
Tax receivable	34,910	-	-	-	34,910
Due from other funds	56,519	-	56,791	-	113,310
Due from other governments	145,075	-	-	84,798	229,873
Inventory	50,485	-	-	-	50,485
Prepaid items	305,066	6,168	-	435	311,669
Deposits	-	4,350	-	.	4,350
Deferred charges	-	1,311,037	-	-	1,311,037
Other receivable	-	271,891	-	-	271,891
Advance to other funds	1,311,038	-	731,344	-	2,042,382
Total assets	$ 28,950,408	$ 4,265,816	$ 8,264,210	$ 1,652,552	$ 43,132,986
Liabilities:					
Liabilities					
Accounts payable	$ 1,131,324	$ 45,846	$ 282,401	$ 162,087	$ 1,621,658
Accrued payroll and related liabilities	711,752	1,123	-	680	713,555
Unearned revenue	104,939	-	-	-	104,939
Due to other funds	-	113,310	-	-	113,310
Due to other governments	4,663	-	-	-	4,663
Escrow deposits	7,744	-	-	25,878	33,622
Other liabilities	77,318	-	-	-	77,318
Advance from other funds	-	2,042,382	-	-	2,042,382
Total liabilities	2,037,740	2,202,661	282,401	188,645	4,711,447
Deferred Inflows of Resources:					
Deferred inflows - sale of building	1,311,037	-	-	-	1,311,037
Deferred inflow - Whitley Marina settlement revenue	-	271,891	-	-	271,891
Total deferred inflows of resources	1,311,037	271,891	-	-	1,582,928
Fund Balances:					
Nonspendable	1,666,589	6,168	-	435	1,673,192
Restricted	-	1,785,096	-	1,529,770	3,314,866
Committed	12,288,375	-	7,981,809	-	20,270,184
Assigned	6,250,000	-	-	-	6,250,000
Unassigned	5,396,667	-	-	(66,298)	5,330,369
Total fund balances	25,601,631	1,791,264	7,981,809	1,463,907	36,838,611
Total liabilities and fund balances	$ 28,950,408	$ 4,265,816	$ 8,264,210	$ 1,652,552	$ 43,132,986

The accompanying notes are an integral part of the financial statements.

City of Cocoa, Florida
Reconciliation of Balance Sheet to the Statement of Net Position
September 30, 2019

Total fund balances of governmental funds		$ 36,838,611
Amounts reported for governmental activities in the statement of net position are different because:		
Deferred inflows (related to the Whitley Marina settlement) recorded in the funds was previously recorded as revenue in governmental activities but deferred in governmental funds.		271,891
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.		47,942,708
Deferred outflows and inflows of resources related to pensions are applicable to future periods and, therefore, are not reported in governmental funds.		
Deferred outflows of resources for pensions	$ 6,751,645	
Deferred inflows of resources for pensions	(1,306,507)	5,445,138
Deferred outflows and inflows of resources related to OPEB are applicable to future periods and, therefore, are not reported in governmental funds.		
Deferred outflows of resources for OPEB	1,199,505	
Deferred inflows of resources for OPEB	(2,020,899)	(821,394)
Long-term liabilities are not due and payable in the current period and, accordingly, are not reported as fund liabilities. Interest on long-term debt is not accrued in governmental funds, but rather is recognized as an expenditure when due. All liabilities--both current and long-term--are reported in the statement of net position. Long-term liabilities at year-end consist of:		
Bonds payable	(15,495,000)	
Add: Unamortized bond premium/discount (to be amortized as interest expense)	(421,240)	
Notes payable	(2,492,000)	
Capital lease	(35,652)	
Other postemployment benefits	(20,173,006)	
Net pension liability	(22,571,349)	
Compensated absences	(1,266,498)	(62,454,745)
Internal service funds are used by management to charge the costs of certain activities, such as workers' compensation and health insurance to individual funds. The assets and liabilities of certain internal service funds are included in governmental activities in the statement of net position		538,244
Total net position of governmental activities		$ 27,760,453

The accompanying notes are an integral part of the financial statements.

City of Cocoa, Florida
Statement of Revenues, Expenditures and
Changes in Fund Balances - Governmental Funds
Year Ended September 30, 2019

	General Fund	Cocoa Redevelopment Agency	Capital Projects Fund	Nonmajor Governmental Funds	Total Governmental Funds
Revenues:					
Taxes	$ 8,258,422	$ -	$ -	$ 571,342	$ 8,829,764
Licenses, permits, and fees	3,674,524	-	-	810,811	4,485,335
Intergovernmental	2,902,052	1,427,156	-	230,442	4,559,650
Charges for services	11,637,669	-	-	-	11,637,669
Fines and forfeitures	24,529	-	-	4,273	28,802
Investment earnings	452,710	11,270	2,497	26,206	492,683
Miscellaneous	1,239,077	39,027	-	8,431	1,286,535
Total revenues	28,188,983	1,477,453	2,497	1,651,505	31,320,438
Expenditures:					
Current:					
General government	12,770,519	-	-	-	12,770,519
Public safety	15,082,113	-	-	-	15,082,113
Recreation	1,391,840	-	-	-	1,391,840
Economic development	2,252,073	334,162	-	267,679	2,853,914
Physical environment	2,266,188	-	9,136	-	2,275,324
Transportation	1,070,922				1,070,922
Capital outlay	1,392,487	37,361	836,430	228,591	2,494,869
Debt service:					
Principal	32,910	188,963	-	1,081,000	1,302,873
Interest	-	52,820	-	673,363	726,183
Total expenditures	36,259,052	613,306	845,566	2,250,633	39,968,557
Excess (deficiency) of revenues over (under) expenditures	(8,070,069)	864,147	(843,069)	(599,128)	(8,648,119)
Other Financing Sources (Uses):					
Transfers in	8,386,899	-	7,111,046	800,508	16,298,453
Transfers out	(7,544,758)	(366,796)	(2,800)	-	(7,914,354)
Proceeds from sales of capital assets	18,069	-	-	-	18,069
Total other financing sources (uses)	860,210	(366,796)	7,108,246	800,508	8,402,168
Net change in fund balances	(7,209,859)	497,351	6,265,177	201,380	(245,951)
Fund Balances, Beginning of Year	32,811,490	1,293,913	1,716,632	1,262,527	37,084,562
Fund Balances, End of Year	$ 25,601,631	$ 1,791,264	$ 7,981,809	$ 1,463,907	$ 36,838,611

The accompanying notes are an integral part of the financial statements.

City of Cocoa, Florida
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities
Year Ended September 30, 2019

Net change in fund balances - total governmental funds		$ (245,951)
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital purchases as expenditures. However, in the statement of activities, the cost of those assets is depreciated over their estimated useful lives and reported as depreciation expense.		
Expenditures for capital assets	$ 2,559,537	
Less current year depreciation	(3,046,179)	(486,642)
In the statement of activities, only the gain or loss on the sale of capital assets are reported. However, in the governmental funds, the proceeds from the sale increase financial resources. Thus, the change in net position differs from the change in fund balances by the cost of the capital assets sold or disposed.		
Proceeds from sale of capital of assets		(18,069)
Gain (loss) on sale of capital assets		(48,496)
Cash pension contributions reported in the funds were less than the calculated pension expense on the statement of activities and therefore decreased net position.		(2,317,244)
Internal service funds are used by management to charge the costs of certain activities, such as workers' compensation and health insurance to individual funds. The net revenue (expense) of certain internal service funds is reported with governmental activities.		279,407
The issuance of long-term debt (e.g., bonds and notes payable) provide current financial resources to governmental funds, while repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction has any effect on net assets. Also, governmental funds report the effect of premiums, discounts and similar items when debt is first issued, whereas those amounts are deferred and amortized in the statement of activities.		
Principal payments	1,302,873	
Amortization of premium and discount	24,181	1,327,054
Some revenues are recorded in the statement of activities, but since they do not provide current financial resources are not reported as revenues in the funds. This is the net amount of revenues recorded in the statement of activities in the current year.		(217,776)
Some expenses reported in the statement of activities (e.g., compensated absences) do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		(109,330)
The increase in the other post-employment benefit obligation reported in the statement of activities does not require the use of current financial resources and, therefore, is not reported as an expenditure in governmental funds.		(199,117)
Change in Net Position of Governmental Activities		$ (2,036,164)

The accompanying notes are an integral part of the financial statements.

City of Cocoa, Florida
Statement of Net Position -
Proprietary Funds
September 30, 2019

	Business-type Activities - Enterprise Funds			Governmental Activities - Internal Service Funds
	Water and Sewer System	Stormwater Fund (Non-Major)	Total	
Assets:				
Current assets:				
Cash and cash equivalents	$ 13,821,322	$ 967,440	$ 14,788,762	$ 2,211,462
Restricted current assets:				
Cash and cash equivalents	13,592,020	-	13,592,020	-
Investments	6,395,124	183,150	6,578,274	3,019,455
Accounts receivable, net	7,865,177	239,760	8,104,937	3,294
Accounts receivable earned, but not billed	5,438,368	-	5,438,368	-
Inventory	883,393	-	883,393	-
Prepaid items	167,259	4,377	171,636	150,387
Total current assets	48,162,663	1,394,727	49,557,390	5,384,598
Noncurrent assets:				
Restricted noncurrent assets:				
Investments	51,569,441	-	51,569,441	-
Capital assets:				
Land	2,795,148	124,049	2,919,197	-
Buildings	10,918,043	-	10,918,043	-
Improvements other than buildings	363,127,787	5,625,944	368,753,731	-
Machinery and equipment	23,089,162	1,721,275	24,810,437	-
Intangibles	3,381,928	-	3,381,928	-
Construction in progress	17,503,555	59,200	17,562,755	-
Less accumulated depreciation/amortization	(218,046,341)	(2,792,222)	(220,838,563)	-
Total capital assets, net of accumulated depreciation/amortization	202,769,282	4,738,246	207,507,528	-
Total noncurrent assets	254,338,723	4,738,246	259,076,969	-
Total assets	302,501,386	6,132,973	308,634,359	5,384,598
Deferred Outflows of Resources:				
Deferred outflows related to refundings	4,718,314	-	4,718,314	-
Deferred outflows related to pensions	3,064,149	122,762	3,186,911	-
Deferred outflows related to OPEB	797,767	14,398	812,165	-
Total deferred outflows of resources	8,580,230	137,160	8,717,390	-

The accompanying notes are an integral part of the financial statements.

City of Cocoa, Florida
Statement of Net Position -
Proprietary Funds *(Continued)*
September 30, 2019

	Business-type Activities - Enterprise Funds			Governmental Activities - Internal Service Funds
	Water and Sewer System	Stormwater Fund (Non-Major)	Total	
Liabilities:				
Current liabilities (payable from current assets):				
Accounts and claims payable	$ 3,109,640	$ 160,910	$ 3,270,550	$ 36,430
Contracts payable	9,213,388	-	9,213,388	-
Retainage payable	1,345	-	1,345	-
Accrued payroll and related liabilities	273,774	18,754	292,528	-
Compensated absences	252,979	8,018	260,997	-
Accrued claims payable	-	-	-	2,426,924
Due to other governments	7,902	-	7,902	-
State revolving loan payable	2,075,388	-	2,075,388	-
Current liabilities (payable from restricted assets):				
Accrued interest	141,128	-	141,128	-
Customer and developer deposits	2,865,893	-	2,865,893	-
Other deposits	1,021,970	-	1,021,970	-
Revenue bonds payable	3,445,000	-	3,445,000	-
Total current liabilities	22,408,407	187,682	22,596,089	2,463,354
Noncurrent liabilities:				
State revolving loan payable	13,854,737	-	13,854,737	-
Compensated absences	334,621	9,681	344,302	-
Accrued claims payable	-	-	-	2,383,000
Total OPEB Liability	12,900,761	139,702	13,040,463	-
Net pension liability	9,285,027	328,554	9,613,581	-
Revenue bonds payable, net of unamortized bond discount/premium	89,541,218	-	89,541,218	-
Total noncurrent liabilities	125,916,364	477,937	126,394,301	2,383,000
Total liabilities	148,324,771	665,619	148,990,390	4,846,354
Deferred Inflows of Resources:				
Deferred inflows related to pensions	808,637	23,887	832,524	-
Deferred inflows related to OPEB	1,313,387	29,779	1,343,166	-
Total deferred inflows of resources	2,122,024	53,666	2,175,690	-
Net Position:				
Net investment in capital assets	137,626,666	4,738,246	142,364,912	-
Restricted for:				
Debt service	5,586,408	-	5,586,408	-
Renewal and replacement	5,795,488	-	5,795,488	-
Unrestricted	11,626,259	812,602	12,438,861	538,244
Total net position	$ 160,634,821	$ 5,550,848	$ 166,185,669	$ 538,244

The accompanying notes are an integral part of the financial statements.

City of Cocoa, Florida
Statement of Revenues, Expenses and Changes in Net Position -
Proprietary Funds
Year Ended September 30, 2019

	Business-type Activities - Enterprise Funds			Governmental Activities -
	Water and Sewer System	Stormwater Fund (Non-Major)	Total	Internal Service Funds
Operating revenues:				
Charges for services	$ 59,101,266	$ 1,633,224	$ 60,734,490	$ 7,743,756
Physical environment	-	20,856	20,856	-
Impact fees	2,465,963	-	2,465,963	-
Fire protection	3,312,848	-	3,312,848	-
Miscellaneous revenue	418,018	-	418,018	135,067
Total operating revenues	65,298,095	1,654,080	66,952,175	7,878,823
Operating expenses:				
Water/sewer treatment	11,831,089	-	11,831,089	-
Administration	13,267,635	1,214,822	14,482,457	-
Depreciation/amortization	11,448,371	307,956	11,756,327	-
Insurance claims and expenses	-	-	-	7,775,590
Transmission and distribution	8,921,145	-	8,921,145	-
Lift stations and lines	2,673,875	-	2,673,875	-
Total operating expenses	48,142,115	1,522,778	49,664,893	7,775,590
Operating income (loss)	17,155,980	131,302	17,287,282	103,233
Nonoperating revenues (expenses):				
Gain (loss) on disposal of assets	73,980	-	73,980	-
Investment earnings	2,031,125	10,690	2,041,815	176,174
Interest expense	(4,396,050)	-	(4,396,050)	-
Total nonoperating revenues (expenses)	(2,290,945)	10,690	(2,280,255)	176,174
Income before contributions and transfers	14,865,035	141,992	15,007,027	279,407
Capital contributions and transfers				
Capital contributions	3,233,025	-	3,233,025	-
Capital grant	91,074	-	91,074	-
Transfers out	(8,384,099)	-	(8,384,099)	-
Total capital contributions and transfers	(5,060,000)	-	(5,060,000)	-
Change in net position	9,805,035	141,992	9,947,027	279,407
Net position, beginning	150,829,786	5,408,856	156,238,642	258,837
Net position, ending	$ 160,634,821	$ 5,550,848	$ 166,185,669	$ 538,244

The accompanying notes are an integral part of the financial statements.

City of Cocoa, Florida
Statement of Cash Flows -
Proprietary Funds
Year Ended September 30, 2019

	Business-type Activities - Enterprise Funds			Governmental Activities -
	Water and Sewer System	Stormwater Fund (Non-Major)	Total	Internal Service Funds
Cash flows from operating activities:				
Cash received from customers for sales and services	$ 64,930,233	$ 1,685,585	$ 66,615,818	$ 7,890,325
Cash payments to suppliers for goods and services	(22,235,596)	(658,753)	(22,894,349)	-
Cash payments to employees	(13,854,121)	(625,436)	(14,479,557)	-
Cash payments for insurance and claims expense	-	-	-	(7,684,005)
Net cash provided by (used in) operating activities	28,840,516	401,396	29,241,912	206,320
Cash flows from noncapital financing activities:				
Cash transfers out to other funds	(8,384,099)	-	(8,384,099)	-
Net cash provided by (used in) noncapital financing activities	(8,384,099)	-	(8,384,099)	-
Cash flows from capital and related financing activities:				
Acquisition of capital assets	(5,965,534)	(80,428)	(6,045,962)	-
Proceeds from sale of capital assets	73,980	-	73,980	-
Principal paid on revenue bonds and loans	(30,423,795)	-	(30,423,795)	-
Interest paid on long-term debt	(6,635,064)	-	(6,635,064)	-
Proceeds from issuance of bonds	65,265,331	-	65,265,331	-
Capital contributions - grant	91,074	-	91,074	-
Net cash provided by (used in) in capital and related financing activities	22,405,992	(80,428)	22,325,564	-
Cash flows from investing activities:				
Investment income	2,031,125	10,690	2,041,815	176,174
Proceeds from sale/maturity of investments	-	11,261	11,261	24,033
Purchase of investments	(26,450,369)	-	(26,450,369)	-
Net cash provided by (used in) investing activities	(24,419,244)	21,951	(24,397,293)	200,207
Net increase (decrease) in cash and cash equivalents	18,443,165	342,919	18,786,084	406,527
Cash and cash equivalents, beginning	8,970,177	624,521	9,594,698	1,804,935
Cash and cash equivalents, ending	$ 27,413,342	$ 967,440	$ 28,380,782	$ 2,211,462
Reconciliation of operating income (loss) to net cash provided by (used in) operating activities:				
Operating income (loss)	$ 17,155,980	$ 131,302	$ 17,287,282	$ 103,233
Adjustments to reconcile operating income (loss) to net cash provided by operating activities:				
Depreciation/amortization	11,448,371	307,956	11,756,327	-
Change in assets and liabilities:				
(Increase) decrease in assets:				
Accounts receivable	(190,482)	31,505	(158,977)	11,502
Due from other governments	-	-	-	-
Inventory	50,705	-	50,705	-
Prepaid items	66,493	1,562	68,055	(73)
Deferred outflows of resources - pensions	332,285	(9,242)	323,043	-
Deferred outflows of resources - OPEB	(284,731)	8,075	(276,656)	-
Increase (decrease) in liabilities:				
Accounts and claims payable	(258,519)	(122,075)	(380,594)	2,384
Contracts payable	1,053,385	-	1,053,385	-
Accrued payroll and related liabilities	26,171	14,923	41,094	-
Accrued claims payable	-	-	-	89,274
Due to other governments	(1,088,440)	-	(1,088,440)	-
OPEB Liability	(269,805)	(8,758)	(278,563)	-
Net pension liability	1,059,230	28,916	1,088,146	-
Deferred inflows of resources - pensions	(767,230)	(4,986)	(772,216)	-
Deferred inflows of resources - OPEB	684,483	22,218	706,701	-
Deposits	(177,380)	-	(177,380)	-
Total adjustments	11,684,536	270,094	11,954,630	103,087
Net cash provided by (used in) operating activities	$ 28,840,516	$ 401,396	$ 29,241,912	$ 206,320
Noncash capital and related financing activities:				
Acquisition of capital assets through contributions from property owners, developers and other governments	$ 3,233,025	$ -	$ 3,233,025	$ -

The accompanying notes are an integral part of the financial statements.

City of Cocoa, Florida
Statement of Net Position -
Fiduciary Funds
September 30, 2019

	Employee Pension Trust Funds	Taylor Creek Project Agency Fund
Assets:		
Cash and cash equivalents	$ 1,856,260	$ -
Investments at fair value:		
Equity funds	10,329,437	-
Fixed income funds	11,474,218	-
Common stock	36,489,930	-
US real estate investment fund	6,562,809	-
Accounts receivable	1,555,563	-
Interest receivable	64,221	-
Total assets	68,332,438	$ -
Liabilities:		
Accounts payable	66,657	$ -
Refundable deposits	-	-
Deferred contributions	17,982	-
Total liabilities	84,639	$ -
Net Position:		
Restricted for pension benefits	$ 68,247,799	

The accompanying notes are an integral part of the financial statements.

City of Cocoa, Florida
Statement of Changes in Fiduciary Net Position -
Fiduciary Funds
Year Ended September 30, 2019

	Employee Pension Trust Funds
Additions	
Contributions:	
Employer contributions	$ 2,815,683
Employee contributions	396,253
Employee voluntary contributions	2,013
State contributions	287,532
Total contributions	3,501,481
Investment earnings:	
Net increase in the fair value of investments	705,550
Interest and dividends	1,994,869
Total investment earnings	2,700,419
Less investment expense	315,487
Net investment earnings	2,384,932
Total Additions	5,886,413
Deductions	
Benefit payments	5,838,680
Administrative expenses	264,725
Total deductions	6,103,405
Change in net position	(216,992)
Net position, beginning of year	68,464,791
Net position, end of year	$ 68,247,799

The accompanying notes are an integral part of the financial statements.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

a. Reporting Entity

The City of Cocoa, Florida (the "City") was incorporated as a village in 1895 and as a city in 1913. The City of Cocoa was re-created pursuant to House Bill 1348, as set forth in Chapter 59-1186, Laws of Florida. The City has a population of approximately 19,290 and is located on the central east coast of Florida. The City operates under a charter adopted in 1959 and provides for a Council-City Manager form of government. The governing body is a five-member elected City Council comprised of a Mayor and four Council members. The City Council appoints the City Manager who is responsible for the administration of all City services.

The accompanying financial statements present the government and its component units, entities for which the government is considered to be financially accountable. Blended component units, although separate legal entities, are, in substance, part of the government's operations. Each discretely presented component unit is reported in a separate column in the government-wide financial statements (see note below for description) to emphasize that it is legally separate from the government.

Blended Component Units

1. Cocoa Redevelopment Agency (the "Agency") – The Agency was organized under Section 163 of the Florida Statutes and formally came into existence in 1981. The Agency uses property tax incremental revenues derived from taxable real property within the geographic boundaries of the community redevelopment area to finance the rehabilitation, conservation, and re-development of affordable housing and related facilities for residents of low or moderate income. The Agency's Board is comprised of the City Council and two additional members who reside in, or are engaged in business in, the area of the Agency's operation.

2. Cocoa Public Safety Employees' Retirement Systems – The City's public safety employees participate in two Public Safety Employees' Retirement Systems ("PSERS"). Each single- employer PSERS plan (firefighters and police officers) functions for the benefit of its employees and is governed by a five-member pension Board, consisting of two City employees, two legal residents of the City, and one member appointed by the other four. The City and PSERS participants are obligated to fund all PSERS costs based upon actuarial valuations. The pension Board is authorized to establish benefit levels and to approve the actuarial assumptions used in the determination of contribution levels.

Blended component units *(Continued)*

3. Cocoa General Employees' Retirement System – City employees not participating in the PSERS or the 401(a) Defined Contribution Plan are covered under the General Employees' Retirement System ("GERS"), unless they opted out as of March 1, 2009, to be included in the Florida Retirement System (see Note IV.C.). The GERS functions for the benefit of its employees and is governed by a five-member pension board consisting of three elected City employees and two City Council appointees residing in the City. The City and GERS participants are obligated to fund all GERS costs based upon actuarial valuations. The pension Board is authorized to establish benefit levels and to approve the actuarial assumptions used in the determination of contribution levels.

Stand-alone financial statements for the PSERS and the GERS are contained in the annual actuarial reports that are prepared by an external consultant and can be obtained from the City Clerk.

Discretely Presented Component Units

1. Diamond Square Redevelopment Agency – The Diamond Square Redevelopment Agency was organized under Section 163 of the Florida Statutes and formally came into existence in 1998. The Diamond Square Redevelopment Agency uses property tax incremental revenues derived from taxable real property within the geographic boundaries of the community redevelopment area to finance development within that area. The Board is appointed by the City Council and is comprised of seven members who reside in, or are engaged in business in, the area of the Diamond Square Redevelopment Agency's operation. There is a potential for the Agency to provide specific financial benefits to, or impose specific financial burdens on, the City.

2. U.S. 1 Corridor Redevelopment Agency – The U.S. 1 Corridor Redevelopment Agency was organized under Section 163 of the Florida Statutes and formally came into existence in 1998. The U.S. 1 Corridor Redevelopment Agency uses property tax incremental revenues derived from taxable real property within the geographic boundaries of the community redevelopment area to finance development within that area. The Board is appointed by the City Council and is comprised of seven members who reside in, or are engaged in business in, the area of the U.S. 1 Corridor Redevelopment Agency's operation. There is a potential for the Agency to provide specific financial benefits to, or impose specific financial burdens on, the City.

   There are no separately issued financial statements for the discretely presented component units. Financial information on the discretely presented component unit activity can be found in the Government-Wide Statement of Net Position, Statement of Activities, and footnote 2D Capital Assets/Discretely Presented Component Units.

b. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government and its component units. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities,* which are normally supported by taxes and intergovernmental revenues, are reported separately from *business-type activities,* which rely to a significant extent on fees and charges for support. Likewise, the *primary government* is reported separately from certain legally separate component units for which the primary government is financially accountable.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues.*

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

c. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting,* as are the proprietary fund and fiduciary fund financial statements. The agency fund has no measurement focus. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting.* Revenues are recognized as soon as they are both measurable and *available.* Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, OPEB obligations and claims and judgments, are recorded only when payment is due.

Property taxes, franchise fees, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the government.

c. Measurement Focus, Basis of Accounting, and Financial Statement Presentation *(Continued)*

The City reports the following major governmental funds:

The *General Fund* is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The *Cocoa Redevelopment Agency Fund* accounts for incremental tax revenues within the downtown Cocoa Village area. The monies are restricted by State Statute to specific projects or a class of projects within this geographical area.

The *Capital Projects Fund* accounts for acquisition of capital assets or the construction of major capital projects

The City reports the following major proprietary fund:

The *Water and Sewer Fund* accounts for water and sewer operations that are financed and operated in a manner similar to private business enterprise. The fund is intended to be predominantly self-supported from user charges.

Additionally, the City reports the following fund types:

The *internal service funds* account for the activity of the City's workers' compensation self-insurance fund and healthcare self-insurance fund. Services are provided to various City departments on a cost-reimbursement basis.

The *pension trust funds* account for assets, liabilities, revenues and expenses of the pension plans of the City's general employees, firefighters and police officers and the defined contribution plan. The activities of these funds are subject to state mandatory regulations, local ordinances and the policies of the governing boards.

The *Taylor Creek project agency fund* accounts for funds received for the consumptive use permitting information development related to the Taylor Creek Water Supply Project via a Memorandum of Agreement with Orlando Utilities Commission; East Central Florida Services, Inc.; and Farmland Reserve, Inc. The monies are restricted for funding the above-mentioned project.

The City's nonmajor governmental funds consist of special revenue funds (Community Development Block Grant, Cocoa Housing Assistance Trust, Brevard County Home Program, Loan Guarantee, Police Confiscated Funds and police special education funds), and a debt service fund. The City's nonmajor enterprise fund consists of the stormwater utility fund.

c. Measurement Focus, Basis of Accounting, and Financial Statement Presentation *(Continued)*

As a rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the City's water and sewer function and various other functions of the City. Elimination of these charges would distort the direct costs and program revenues reported in the various functions concerned.

Amounts reported as *program revenues* include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, *general revenues* include all taxes.

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and providing and delivering goods in connection with the proprietary fund's principal ongoing operations. The principal operating revenues of the water and sewer enterprise fund and the City's internal service funds are charges to customers for sales and services. The Water and Sewer System fund also recognizes as operating revenues the portion of tap fees intended to recover the cost of connecting new customers to the system. Operating expenses for enterprise funds and the internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, then unrestricted resources as they are needed.

d. Assets, Deferred Outflows, Liabilities, Deferred Inflows and Net Position or Equity

1. Cash, Cash Equivalents and Investments

The City's cash and cash equivalents are considered to be cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition.

Deposits available within various funds, except pension trust funds, were consolidated for investment purposes. Substantially all deposits at September 30, 2019, were invested using the pooled investment concept. Interest earned was allocated to the various funds based on their average cash and investment balances.

Cash and cash equivalents for the purpose of the proprietary fund statement of cash flows include cash, short-term investments with original maturities of three months or less from the date of acquisition, and money market funds.

d. Assets, Deferred Outflows, Liabilities, Deferred Inflows and Net Position or Equity *(Continued)*

1. Cash, Cash Equivalents and Investments *(Continued)*

Investments are reported at fair value, with the exception of external investment pools that comply with criteria set forth in Section I50: *Investments* of the GASB Codification and have elected to measure their investments at amortized cost. Accordingly, the fair value of the City's position in the external investment pools having met these criteria is equal to the value of pooled shares.

The City is authorized to invest surplus funds as follows:

a. The State Pool, administered by the Florida State Board of Administration;

b. U.S. Government securities and agencies of the U.S. Government;

c. U.S.-sponsored agencies, including Federal Farm Credit Bank ("FFCB"), Federal Home Loan Bank or its City banks ("FHLB"), Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("Freddie-Macs"), and Federal Home Loan Mortgage Corporation participation certificates;

d. Interest-bearing time deposits or savings accounts;

e. Repurchase agreements, commercial paper and bankers' acceptances;

f. Corporate notes issued by corporations operating in the United States or by depository institutions licensed by the United States;

g. State or local government taxable or tax-exempt debt, general obligation debt, or revenue bonds;

h. Money market mutual funds, which are open-end, no load funds, where the share value of funds is equal to $1.00;

i. Intergovernmental investment pools that are authorized pursuant to the Florida Interlocal Cooperation Act, provided said funds contain no derivatives.

The General Employees' Pension Fund is authorized to invest surplus funds as follows:

a. Corporate fixed income securities rated "BAA" or higher by Moody's or "BBB" by Standard & Poor's;

b. Corporate fixed income securities rated "BAA" or higher by Moody's or "BBB" by Standard & Poor's;

c. Collateralized mortgage obligations whose collateral is secured by Government National Mortgage Association ("GNMA"), Federal Home Loan Mortgage Corporation ("FHLMC") or Federal National Mortgage Association ("FNMA");

d. The money market or short-term investment fund ("STIF") provided by the fund's custodian;

e. Direct obligations of the U.S. Government with a maturity of one year or less;

f. Commercial paper with a maturity of 270 days or less that is rated "A-1" by Moody's or "P-1" by Standard & Poor's; and

g. Bankers acceptances issued by the 50 largest banks in the United States (in terms of total assets).

d. Assets, Deferred Outflows, Liabilities, Deferred Inflows and Net Position or Equity *(Continued)*

1. Cash, Cash Equivalents and Investments *(Continued)*

The Police Officers Pension Fund is authorized to invest surplus funds as follows:

a. Time, savings and money market deposit accounts of a national bank, a state bank or a savings and loan institution, insured by the Federal Deposit Insurance Corporation ("FDIC"), provided the amount deposited does not exceed the insured amount, and cash instruments that have a quality rating of at least Standard & Poor's "P-1" or Moody's "A-1";

b. Obligations issued by the United States Government or obligations guaranteed as to principal and interest by the United States Government or by an agency of the United States Government;

c. Bonds issued by the State of Israel;

d. Bonds or other evidences or indebtedness issued or guaranteed by a corporation organized under the laws of the United States or the District of Columbia and the corporation is listed on one or more of the recognized national exchanges or on the National Market System of the NASDAQ stock market, provided the issuer has a quality rating of at least "A" by Standard & Poor's or Moody's;

e. Equity investments (common stock, convertible bonds, and preferred stock) in a corporation listed on one or more of the recognized national exchanges or on the National Market System of the NASDAQ stock market;

f. Commingled stock, bond or money market funds whose investments are restricted to securities meeting the requirements of Section 3 of the Investment policy related to liquidity, custodian, bid requirement and risk diversification;

g. Investments in real estate are limited to real estate investment trusts ("REITs"); and

h. Repurchase agreements adhering to the requirements of the Master Repurchase Agreement.

The Firefighters Pension Fund is authorized to invest surplus funds as follows:

a. At all times, the Board's investments are subject to the limitations set forth in Florida Statute Sections 215.47(1-8), (10), and (16), except as otherwise permitted by Chapter 175 or by local ordinance;

b. Equity investments (common stock, convertible bonds, and preferred stock) in a corporation listed on one or more of the recognized national exchanges or on the National Market System of the NASDAQ stock market;

c. Fixed income investments shall be permitted in obligations of the United States or obligations guaranteed as to principal and interest by the Government of the United States, with a minimum quality rating of "A" or equivalent, as rated by one or more recognized bond rating services at the time of purchase;

d. Fixed income investments in bonds issued by the State of Israel;

e. Money market funds, short-term investment funds; securities rated "A-1" or better by Moody's or "P-1" or better by Standard & Poor's; and

d. Assets, Deferred Outflows, Liabilities, Deferred Inflows and Net Position or Equity *(Continued)*

1. Cash, Cash Equivalents and Investments *(Continued)*

f. Time or savings accounts of a national bank, a state bank insured by the Bank Insurance Fund, or a savings, building, and loan association insured by the Savings Association Insurance Fund which is administered by the FDIC.

Investments for the City, as well as for its component units, are stated at fair value. Banks and savings and loans in which City funds are deposited must be classified as a qualified public depository, as defined in the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes, before any deposits are made with those institutions.

2. Receivables and Payables

Outstanding balances between funds are reported as "due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

All account and tax receivables are shown net of allowance for uncollectible accounts.

Property Taxes Receivable

The City is permitted by State law to levy taxes up to 10 mills on assessed valuation. However, Chapter 74-430, Laws of Florida, a special act applicable only to governmental units in Brevard County, limits the annual increase to 10% of the prior year's millage. Pursuant to Ch. 200.065(5)(a), F.S. the maximum millage rate that the City may levy is a rolled-back rate based on the amount of taxes which would have been levied in the prior year if the maximum millage rate had been applied, adjusted for the change in per capita Florida personal income, unless a higher rate is adopted, in which case the maximum is the adopted rate. The Cocoa City Council levy for the fiscal year ended September 30, 2019 was 5.9790 mills, which represents an increase over the rolled back rate.

As provided by law, the Brevard County Property Appraiser assesses all properties for ad valorem taxing purposes and the Brevard County Tax Collector collects and distributes all taxes. Ad valorem taxes are levied based on property valuation as of January 1. The fiscal year for which ad valorem taxes are levied begins on October 1. Taxes are due beginning November 1, delinquent on April 1, and liened on May 30. Property tax revenues are recognized in the fiscal year for which they are budgeted and also become due and payable. Virtually all unpaid taxes are collected via tax sale certificates sold on or prior to June 1; therefore, no material taxes are receivable at fiscal year-end.

d. Assets, Deferred Outflows, Liabilities, Deferred Inflows and Net Position or Equity *(Continued)*

3. Inventories and Prepaid Items

All inventories are valued at cost. The cost is recorded in inventory at the time of purchase and is charged to the appropriate department when consumed using an average cost method. Inventories of the governmental funds consist principally of supplies for City vehicles and fuel. Inventories of the proprietary funds consist principally of maintenance supplies.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid, using the consumption method, in both the government-wide and fund financial statements. Expenditures are incurred during the period benefited by the prepayment.

4. Deferred Outflows of Resources

The deferred amount for advance refunding of debt in the Water and Sewer fund is classified as deferred outflows of resources.

The deferred outflows related to pensions are an aggregate of items related to pensions as calculated in accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Pensions.* Total deferred outflows of resources related to pensions were $9,938,556 for the year ended September 30, 2019.

The deferred outflows related to OPEB are an aggregate of items related to OPEB as calculated in accordance with GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions.* Total deferred outflows of resources related to OPEB were $2,011,670 for the year ended September 30, 2019.

5. Restricted Assets

Certain assets of the City's proprietary and general funds are classified as restricted assets on the statements of net position because their use is limited for specified purposes other than normal operations. Special restricted asset accounts have been established to account for the sources and uses of these limited use assets, as follows:

a) **Debt Service Accounts** – Includes proceeds from issuance of revenue bonds and state revolving loan draws to be used to pay future debt service costs.
b) **Renewal and Replacement Account** – Includes water and sewer area-specific connection charges to be used for improvements to and rehabilitation of the utility system.
c) **Community Development Projects** – Includes incremental revenue to be used to develop affordable housing and related facilities.
d) **Public Safety** – Includes police confiscated funds and a portion of revenue from traffic fines used for police special education programs.
e) **Housing Assistance** – Includes funds received to expand production of and preserve affordable housing.
f) **Other** – Includes restriction of funds to be used for specific expenses as externally imposed by grantors or contributors .

d. Assets, Deferred Outflows, Liabilities, Deferred Inflows and Net Position or Equity *(Continued)*

6. Capital Assets

Capital assets, which include property, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, pipelines, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements.

Capital assets are defined by the government as assets with an estimated useful life in excess of two years and an individual cost of $5,000 or more for equipment or an individual cost of $25,000 or more for buildings, improvements other than buildings, and infrastructure. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated and confiscated capital assets are recorded at acquisition value. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset's life are not capitalized.

Capital assets of the primary government, as well as the component units, are depreciated using the straight-line method over the following estimated useful lives:

Buildings	30 years
Infrastructure	11 to 50 years
Equipment	3 to 20 years
Vehicles	5 to 20 years

The City recognizes amortization of software over a period of 3 years using the straight-line method.

7. Compensated Absences

It is the City's policy to permit employees to accumulate earned but unused vacation and sick pay benefits. All vacation and a portion of sick pay is accrued when incurred in the government-wide and proprietary fund type financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

8. Unearned Revenues

Unearned revenues include amounts collected before the revenue recognition criteria are met. The unearned items consist of grant and other revenues received in excess of amounts earned since the work has not been performed and, therefore, expenditures not incurred.

d. Assets, Deferred Outflows, Liabilities, Deferred Inflows and Net Position or Equity *(Continued)*

9. Deferred Inflows of Resources

Unavailable revenues and resources received before time requirements are met are classified as deferred inflows of resources.

The deferred inflows related to pensions are an aggregate of items related to pensions, as calculated in accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Pensions.* Total deferred inflows of resources related to pensions were $2,139,031 for the year ended September 30, 2019.

The deferred inflows related to OPEB are an aggregate of items related to OPEB, as calculated in accordance with GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions.* Total deferred inflows of resources related to OPEB were $3,364,065 for the year ended September 30, 2019.

10. Long-term Obligations

In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, and proprietary fund type statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium and discount.

In the fund financial statements, governmental fund types recognize bond premiums and discounts during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources, while discounts on debt issuances are reported as other financing uses. Bond issuance costs, whether or not withheld from the actual debt proceeds received, are reported as expenditures.

11. Defined Benefit Pension Plans

The City participates in cost-sharing, multiple-employer, defined benefit pension plans that are administered by the State, the Florida Retirement System. Additionally, the City participates in three separate single-employer defined benefit pension plans for firefighters, police officers and those full- time employees who did not elect to be in the Florida Retirement System. For purposes of measuring the net pension asset or liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net positions of the City and state-administered defined benefit pension plans and additions to/deductions from the City and state-administered defined benefit pension plans' fiduciary net positions have been determined on the same basis as they are reported by the City and state-administered defined benefit pension plans. For this purpose, plan member contributions are recognized in the period in which the contributions are due. The City's employer contributions are recognized when due and the City has a legal requirement to provide the contributions. Benefits and refunds are recognized when due, and payable in accordance with the terms of the City and state-administered defined benefit pension plans.

d. Assets, Deferred Outflows, Liabilities, Deferred Inflows and Net Position or Equity *(Continued)*

12. Fund Equity

The governmental fund financial statements present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. The classifications used in the governmental fund financial statements are as follows:

Non-spendable Fund Balance – Amounts that are inherently not spendable because of their form (such as inventory) and/or that cannot convert or are not readily convertible to cash (such as prepaid assets or the long-term portion of loans receivable).

Restricted Fund Balance – Amounts that have externally enforceable limitations on their use. These amounts are constrained to the specific purposes by their providers (such as grantors, bondholders, or higher levels of government pursuant to enabling legislation, e.g., gas tax revenues that must be used for road repairs).

Committed Fund Balance – Amounts that have self-imposed limitations established through actions of the City Council (the City's highest level of decision-making authority) set in place prior to the end of a financial reporting period. These amounts cannot be used for any other purpose, unless the City Council takes action by Resolution to remove or change the limitation.

Assigned Fund Balance – Amounts that the City intends to use for a specific purpose. The authority for such intent may be expressed by the City Council, the finance committee or the City Manager in accordance with the City's Fund Balance Reserve Policy.

Unassigned Fund Balance – The remaining portion of fund balance which is spendable and not obligated or specifically designated and, therefore, available for any purpose.

The City will use restricted amounts to be spent first when both restricted and unrestricted fund balance is available, unless there are legal documents or contracts that prohibit doing this, such as in grant agreements requiring dollar-for-dollar spending. Additionally, the City would first use Unassigned Fund Balance, unless the expenditure is identified as a component of the Committed or Assigned Fund Balance, when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

d. Assets, Deferred Outflows, Liabilities, Deferred Inflows and Net Position or Equity *(Continued)*

12. Fund Equity *(Continued)*

At September 30, 2019, the City's fund balances were classified as follows:

September 30, 2019	General	Cocoa Redevelopment Agency	Capital Projects Fund	Nonmajor Funds	Total Governmental Funds
Fund balances:					
Non-spendable:					
Inventory	$ 50,485	$ -	$ -	$ -	$ 50,485
Prepaids	305,066	6,168	-	435	311,669
Long-term receivable	1,311,038	-	-	-	1,311,038
Restricted:					
Public safety	-	-	-	125,928	125,928
Housing assistance	-	-	-	457,060	457,060
Community improvement projects	-	1,974,059	-	358,310	2,332,369
Debt service payments	-	-	-	588,472	588,472
Committed:					
Encumbrances rolled from prior year	293,269	-	-	-	293,269
Other Community Improvements	-	-	-	-	-
Stabilization fund	11,495,106	-	-	-	11,495,106
Capital replacement	500,000	-		-	500,000
Capital Projects	-	-	7,981,809	-	7,981,809
Assigned:					
Economic incentives	500,000	-	-	-	500,000
Fleet Fuel Replacement	500,000	-	-	-	500,000
City wide software upgrade	1,500,000	-	-	-	1,500,000
Cocoa Park Improvements	1,500,000	-	-	-	1,500,000
City wide roadway construction	1,250,000	-	-	-	1,250,000
Sustainability/Resiliency Initiatives	1,000,000	-	-	-	1,000,000
Unassigned	5,207,704	-	-	(66,298)	5,141,406
Total fund balances	$ 25,412,668	$ 1,980,227	$ 7,981,809	$ 1,463,907	$ 36,838,611

13. Fund Deficit

At September 30, 2019, the Health Insurance Internal Service fund had a deficit fund balance of $304,273 and the loan guarantee fund had a deficit of $66,298. As more historical information becomes available for the Health Insurance Internal Service Fund, adjustments in fees will be made. The Loan Guarantee Fund is negative due to timing of reimbursement for a HUD Section 108 loan.

e. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenditures/expenses during the reporting period. Actual results could differ from management's estimates.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)*

f. GASB Pronouncements

The City has implemented GASB Statement No. 88, *Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements.* This standard clarifies which liabilities governments should include in their note disclosures related to debt. This standard requires that all debt disclosures present direct borrowings and direct placements of debt separately from other types of debt. This standard also requires the disclosure of additional essential debt-related information for all types of debt.

The City has implemented GASB Statement No. 89, *Accounting for Interest Cost Incurred Before the End of the Construction Period,* which requires such interest to be recognized as an expense in the period in which the cost is incurred for financial statements prepared using the economic resources measurement focus. Therefore, interest cost incurred before the end of a construction period will no longer be added to the cost of construction-in-progress and capital assets reported in a business-type activity or enterprise fund. This will improve financial reporting by providing more relevant information about capital assets and the cost of borrowing for the reporting period. This treatment also provides comparability with financial statements prepared using the current financial resources measurement, where the interest cost is recognized as an expenditure on a basis consistent with governmental fund accounting principles. The implementation of this statement did not result in any change in the City's financial statements.

NOTE 2 - DETAILED NOTES ON ALL FUNDS

A. Deposits and Investments

The City invests certain surplus funds in an external investment pool, the Local Government Surplus Funds Trust Fund (the "Florida Prime"). The State Pool is administered by the Florida State Board of Administration ("SBA"), who provides regulatory oversight.

Under GASB Codification I50: *Investments,* if a participant has an investment in a qualifying external investment pool that measures for financial reporting purposes all of its investments at amortized cost, it should disclose the presence of any limitations or restrictions on withdrawals (such as redemption notice periods, maximum transaction amounts, and the qualifying external investment pool's authority to impose liquidity fees or redemption gates) in notes to the financial statements.

As of September 30, 2019, there were no redemption fees or maximum transaction amounts, or any other requirements that serve to limit the City's access to 100 percent of its account value in either external investment pool.

A. Deposits and Investments *(Continued)*

At September 30, 2019, the City's carrying amount of cash deposits was $43,423,522 and the bank balance was $44,489,432. In addition, the City holds $2,750 of petty cash. The component units' carrying amount of deposits with banks was $254,102 and the bank balance was $254,102. The Agency Fund has deposits with a carrying amount and bank balance of $0. As of September 30, 2019, $250,000 of the City's bank balances is covered by the FDIC. Monies invested in amounts greater than the insurance coverage are secured by the qualified public depositories pledging securities with the State Treasurer in such amounts required by the Florida Security for Public Depositories Act. In the event of a default or insolvency of a qualified public depositor, the State Treasurer will implement procedures for payment of losses according to the validated claims of the City pursuant to Section 280.08, Florida Statutes.

Credit Risk

The City's investment policy and the investment policies for the City's General Employees', Police Officers' and Firefighters' Pension Funds limit investments to securities with specific ranking criteria.

Interest Rate Risk

The City's investment policy limits interest rate risk by requiring that investment maturities shall not be greater than seven years. In addition, the overall required weighted average duration is required to be less than three years. The City's General Employees', Police Officers' and Firefighters' Pension Funds do not address interest rate risk.

Concentration of Credit Risk

The City's Police Officers' and Firefighters' Pension Funds do not allow for an investment in any one issuer that is in excess of five percent of the respective funds' total investments, except for securities issued by the U.S. Government or its agencies, which may be held without limitation. The City's investment policy and the investment policy of the City's General Employees' Pension Fund do not address concentration of credit risk.

Foreign Currency Risk

The City's pension funds contain investments in foreign stock mutual funds and foreign corporate bonds; however, all of the investments are denominated in U.S. Dollars and are not exposed to foreign currency risk.

Custodial Credit Risk

Custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, the City will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The City's investment policy does not contain requirements that would limit exposure to custodial credit risk for investments. Pension plans operate under separate investment policies. The fiduciary funds' U.S. Real Estate Investments are not covered by the SIPC (Securities Investor Protection Corporation) insurance, are uncollateralized and held by the pension funds' broker-dealer (counterparty); therefore, the balance as of September 30, 2019 of $4,502,877 is subject to custodial credit risk. The fiduciary funds' remaining investments are covered by SIPC insurance.

NOTE 2 - DETAILED NOTES ON ALL FUNDS *(Continued)*

A. Deposits and Investments *(Continued)*

At September 30, 2019, the City had the following investments:

Investment Type	Fair Value	Less than 1	1 - 5	6 - 10	More than 10	Rating	Agency	Level
SBA (Florida Prime)	$ 592,050	$ 592,050	$ -	$ -	$ -	AAAm	S&p	-
Money Market Fund								
Money Market Fund	11,892,388	11,892,388	-			AAAm	S&P	-
Money Market Fund	2,092,066	2,092,066	-	-	-	Not Rated		-
Corporate Bonds								
Corporate Bonds (Aaa - A1)	1,431,032	456,435	974,597	-	-	AA - A+	S&P	L2
Asset-Backed Securities								
Asset-Backed Securities (Aaa)	1,632,175	-	435,766	1,196,409	-	AA+	S&P	L2
US Treasuries								
US Treasuries (Aaa-Aa1)	37,556,136	25,895,672	11,660,464	-	-	AA+	S&P	L2
US Agencies								
US Agencies (Aaa)	12,265,239	6,267,487	5,552,733	-	445,019	AA+	S&P	L2
Total primary government cash equivalents and investments	$ 67,461,086	$ 47,196,098	$ 18,623,560	$ 1,196,409	$ 445,019			
Cash Equivalents, at cost								
Money Market Fund	$ 13,984,454							
Less: Total Cash Equivalents, at cost	13,984,454							
Total Investments	$ 53,476,632							

At September 30, 2019, the fiduciary funds had the following investments

Investment Type	Fair Value	Less than 1	1 - 5	6 - 10	More than 10	Rating	Agency	Level
Bond Mutual Fund	$ 225,995	$ -	$ 200,181	$ 25,814	$ -	AAA - AA	S&P	L1
Fixed Income US Government (AAA)	1,858,827	-	1,047,299	-	811,528	AAA	S&P	L2
Corporate Fixed Income	5,179,424	149,563	3,858,051	481,476	690,334	AAA-A-, BBB+-B-, CCC+	S&P	L2
Master Limited Partnership	-	-	-	-	-			
Mutual Funds	35,736,085	35,736,085	-	-	-	Not Rated		L1
Equities	13,187,141	13,187,141	-	-	-	Not Rated		L1
Fixed Income	830,805	830,805	-	-	-	Not Rated		L2
Real Estate Investment Fund	6,562,809	6,562,809	-	-	-	Not Rated		L3
Alternative Investments	670,455	670,455	-	-	-	Not Rated		-
Global Fixed Income	669,073	669,073	-	-	-	Not Rated		-
Total Investments	$ 64,920,614	$ 57,805,931	$ 5,105,531	$ 507,290	$ 1,501,862			
Total Cash Equivalents, at cost	1,856,260							
Total Fiduciary Fund Cash Equivalents and Investments	$ 66,776,874							

GASB Codification Section 3100: *Fair Value Measurements,* establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements).

The three levels of the fair value hierarchy under GASB 72 are described as follows:

Level 1 (L1): Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the plan has the ability to access.

Level 2 (L2): Inputs to the valuation methodology include

- quoted prices for similar assets or liabilities in active markets;
- quoted prices for identical or similar assets or liabilities in inactive markets;
- inputs other than quoted prices that are observable for the asset or liability;
- inputs that are derived principally from or corroborated by observable market data by correlation or other means.

A. Deposits and Investments *(Continued)*

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 (L3): Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at September 30, 2019.

Equities: Valued at quoted market prices.

Mutual Funds: Valued at quoted market prices for Level 2 investments and net asset value if the quoted market price is unavailable.

U.S. Real Estate Investment: Valued at net asset value, which approximates fair value.

American Core Realty: Valued using pricing models maximizing the use of observable inputs for similar securities.

SEI Trust Company: Valued at last quoted sale price on the primary exchange or market on which they are traded or at the most recent quoted bid price

Fixed Income Funds: Valued using pricing models maximizing the use of observable inputs for similar securities. This includes basing value on yield currently available on comparable securities of issuers with similar credit ratings.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the City believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

NOTE 2 - DETAILED NOTES ON ALL FUNDS *(Continued)*

A. Deposits and Investments *(Continued)*

Level Three Financial Instruments

The following table summarizes the City's Fiduciary Funds' Level 3 financial instruments, the value technique used to measure the fair value of those financial instruments as of September 30, 2019, and the significant unobservable inputs and the ranges of those values for those inputs.

Instrument	Fair Value 09/30/2019	Principal Valuation Technique	Significant Unobservable Inputs	Range of Significant Input Values	Weighted Average
American Realty Advisors	$ 2,059,932	Discounted Cash Flow	Going-In Cap Rate	.22% to 6.94%	4.27%
			Exit Cap Rate	4.50% to 8.5%	5.56%
			Discount Rate	5.25% to 10%	5.94%
Barings	1,517,063	Discounted Cash Flow	Discount Rate	5.25% to 11.70%	6.81%
			Terminal Cap Rate	4.5% to 7.0%	5.38%
			DCF Term (years)	10 to 11 years	10.08 years
U.S. Realty	2,985,814	Discounted Cash Flow	Exit Cap Rate	4.75% to 8.63%	6.14%
		Direct Capitalization	Discount Rate	5.75% to 8%	7.22%
			Market rent Growth Rate	3.% to 3.05%	3.00%
			DCF Term	8 to 12 years	10 years
	$ 6,562,809				

Fair Value of Investments in Entities that Use Net Asset Value (NAV)

The following table summarizes investments measured at fair value based on NAV per share as of September 30, 2019:

	Fair Value	Unfunded Commitments	Redemption Frequency (If currently eligible)	Redemption Notice Period
Westwood Trust Large Cap Value Equity	$ 3,288,781	N/A	Monthly	None
TA Realty	$ -	1,500,000	Monthly	None
SEI Aristotle	$ 3,297,952	N/A	Monthly	None

B. Receivables

Receivables as of September 30, 2019, for the government's individual major funds and nonmajor, enterprise major and non-major, and internal service funds in the aggregate, including applicable allowances for uncollectible accounts, are as follows:

	General Fund	Water and Sewer System Fund	Nonmajor Enterprise Fund	Internal Service Funds	Total
Accounts receivable	$ 1,078,747	$ 8,049,739	$ 250,798	$ 3,294	$ 9,382,578
Accounts receivable earned, but not billed	64,539	5,438,368	-	-	5,502,907
Interest receivable	-	-	-	-	-
Tax receivable	34,910	-	-	-	34,910
Gross receivables	1,178,196	13,488,107	250,798	3,294	14,920,395
Less: allowance for uncollectible accounts	(129,042)	(184,562)	(11,038)	-	(324,642)
Total net receivables	$ 1,049,154	$ 13,303,545	$ 239,760	$ 3,294	$ 14,595,753

NOTE 2 - DETAILED NOTES ON ALL FUNDS *(Continued)*

B. Receivables *(Continued)*

The City provides an allowance for accounts receivable that may become uncollectible. At September 30, 2019, this allowance was $129,042 in the general fund, $184,562 in the water and sewer system fund, and $11,038 in the stormwater fund. No other allowances for doubtful accounts are maintained since all other accounts receivable are considered collectible at September 30, 2019.

C. Restricted Net Position

The balance of the restricted net position at September 30, 2019 in the enterprise funds are as follows:

Debt service – revenue bonds	$ 4,505,993
Debt service – State revolving loans	1,080,415
Renewal and replacement	5,795,488
Total restricted net position	$ 11,381,896

D. Capital Assets

Capital asset activity for the year ended September 30, 2019 was as follows:

	Beginning Balance	Additions/ Transfers	Deletions/ Transfers	Ending Balance
Governmental activities:				
Capital assets, not being depreciated/amortized:				
Land	$ 6,876,215	$ -	$ -	$ 6,876,215
Construction in progress	679,916	1,716,989	(658,022)	1,738,883
Total capital assets, not being depreciated/amortized	7,556,131	1,716,989	(658,022)	8,615,098
Capital assets, being depreciated/amortized:				
Buildings	25,865,248	467	-	25,865,715
Equipment	16,430,915	832,401	(2,232,913)	15,030,403
Intangibles	2,123,750	15,000	-	2,138,750
Infrastructure	71,793,763	654,604	(1,902)	72,446,465
Total capital assets being depreciated/amortized	116,213,676	1,502,472	(2,234,815)	115,481,333
Less accumulated depreciation/amortization for:				
Buildings	(7,309,169)	(831,957)	-	(8,141,126)
Equipment	(11,031,684)	(1,452,002)	2,166,348	(10,317,338)
Intangibles	(2,092,182)	(24,411)	-	(2,116,593)
Infrastructure	(54,840,857)	(737,809)	-	(55,578,666)
Total accumulated depreciation/amortization	(75,273,892)	(3,046,179)	2,166,348	(76,153,723)
Total capital assets being depreciated/amortized, net	40,939,784	(1,543,707)	(68,467)	39,327,610
Governmental activities capital assets, net	$ 48,495,915	$ 173,282	$ (726,489)	$ 47,942,708

Depreciation/amortization expense was charged to functions/programs of the City as follows:

Governmental activities:	
General government	$ 1,771,939
Public safety	856,915
Recreation	142,819
Economic development	140,204
Physical environment	1,506
Transportation	132,796
Total depreciation/amortization expense – governmental activities	$ 3,046,179

D. Capital Assets *(Continued)*

	Beginning Balance	Additions/ Transfers	Deletions/ Transfers	Ending Balance
Business-type activities:				
Capital assets, not being depreciated/amortized:				
Land	$ 2,919,197	$ -	$ -	$ 2,919,197
Construction in progress	34,960,230	5,420,462	(22,817,937)	17,562,755
Total capital assets, not being depreciated/amortized	37,879,427	5,420,462	(22,817,937)	20,481,952
Capital assets, being depreciated/amortized:				
Buildings	10,918,043	-	-	10,918,043
Improvements other than buildings	343,637,980	25,115,751	-	368,753,731
Equipment	24,407,342	911,846	(508,751)	24,810,437
Intangibles	2,707,027	680,035	(5,134)	3,381,928
Total capital assets, being depreciated/amortized	381,670,392	26,707,632	(513,885)	407,864,139
Less accumulated depreciation/amortization for:				
Buildings	(4,877,951)	(278,000)	-	(5,155,951)
Improvements other than buildings	(184,282,020)	(9,576,705)	-	(193,858,725)
Equipment	(18,074,061)	(1,511,251)	482,716	(19,102,596)
Intangibles	(2,330,920)	(390,371)	-	(2,721,291)
Total accumulated depreciation/amortization	(209,564,952)	(11,756,327)	482,716	(220,838,563)
Total capital assets, being depreciated/amortized, net	172,105,440	14,951,305	(31,169)	187,025,576
Business-type activities capital assets, net	$ 209,984,867	$ 20,371,767	$ (22,849,106)	$ 207,507,528

Depreciation/amortization expense was charged to functions/programs of the City as follows:

Business-type activities:	
Water and Sewer System	$ 11,448,371
Stormwater Utility	307,956
Total depreciation/amortization expense - business-type activities	$ 11,756,327

NOTE 2 - DETAILED NOTES ON ALL FUNDS *(Continued)*

D. Capital Assets *(Continued)*

Discretely Presented Component Units

Activity for the Diamond Square Redevelopment Agency for the year ended September 30, 2019 was as follows:

	Beginning Balance	Additions/ Transfers	Deletions/ Transfers	Ending Balance
Capital assets, not being depreciated:				
Land	$ 181,192	$ -	$ -	$ 181,192
Construction in progress	-	-	-	-
Total capital assets, not being depreciated	181,192	-	-	181,192
Capital assets, being depreciated:				
Improvements other than buildings	430,362	-	-	430,362
Less accumulated depreciation for:				
Improvements other than buildings	(72,687)	(14,296)	-	(86,983)
Total capital assets, being depreciated, net	357,675	(14,296)	-	343,379
Diamond Square Agency capital assets, net	$ 538,867	$ (14,296)	$ -	$ 524,571

Activity for the U.S. 1 Corridor Redevelopment Agency for the year ended September 30, 2019 was as follows:

	Beginning Balance	Additions/ Transfers	Deletions/ Transfers	Ending Balance
Capital assets, not being depreciated:				
Land	$ 286,391	$ -	$ -	$ 286,391
Construction in progress	-	-	-	-
Total capital assets, not being depreciated	286,391	-	-	286,391
Capital assets, being depreciated:				
Improvements other than buildings	692,313	-	-	692,313
Less accumulated depreciation for:				
Improvements other than buildings	(140,606)	(22,090)	-	(162,696)
Total capital assets, being depreciated, net	551,707	(22,090)	-	529,617
U.S. 1 Corridor Agency capital assets, net	$ 838,098	$ (22,090)	$ -	$ 816,008

Net investment in capital assets component of net position consisted of the following components as of September 30, 2019:

	Govermental Activities	Business-type Activities	Diamond Square Redevelopment Agency	U.S. 1 Corridor Redevelopment Agency
Capital Assets, Net of Depreciation	$ 47,942,708	$ 207,507,528	$ 524,571	$ 816,008
Calculation of Outstanding Capital Debt				
Revenue Bonds Payable	15,495,000	47,104,587	-	-
Unamortized Premiums/Discounts	421,240	6,826,218	-	-
Notes Payable	2,492,000	15,930,125	-	-
Capital Lease	35,652	-	-	-
Total Outstanding Capital Debt	18,443,892	69,860,930	-	-
Add:				
Deferred Outflow Related to Refundings	-	4,718,314	-	-
Total Adjustments	-	4,718,314	-	-
Net Investment in Capital Assets	$ 29,498,816	$ 142,364,912	$ 524,571	$ 816,008

D. Capital Assets *(Continued)*

Construction Commitments

The City has active construction commitments as of September 30, 2019. At fiscal year-end, the City's commitments with such contracts totaling more than $100,000 are summarized by project as follows:

Project	Spent-to-Date	Remaining Commitment
Industrial Park Pump Station	$ 4,795	$ 420,315
Redundant Finish Flow Pipe	1,773,126	804,493
Chase Hammock Road Looping	820,474	394,554
Dyal Reactor Pipeline Replacement	148,579	168,619
Dyal Cal-Flo pH Adjustment	30,323	102,288
Dyal Filter 1-5 Rehabilitation	-	518,073
Cure-in-Place Pipeline	78,620	121,380
Dr. Joe Lee Smith Community Center	528,137	2,848,762
Total	$ 3,384,055	$ 5,378,483

The above remaining commitment balances include accounts and retainages payable recorded in the City's financial statements as of September 30, 2019.

E. Interfund Receivables, Payables and Transfers

The composition of interfund balances as of September 30, 2019 is as follows:

Due to/from other funds:

Receivable Fund	Payable Fund	Amount
General	Cocoa Redevelopment Agency	$ 56,519
Capital Projects Fund	Cocoa Redevelopment Agency	56,791
Total		$ 113,310

Advance to/from other funds:

Receivable Fund	Payable Fund	Amount
General	Cocoa Redevelopment Agency	$ 1,311,038
Capital Projects Fund	Cocoa Redevelopment Agency	731,344
Total		$ 2,042,382

The balance due to the General Fund by the Cocoa Redevelopment Agency fund represents a loan to pay for the purchase of certain real property within the boundaries of the redevelopment area. The balance due to the Capital Projects Fund by the Cocoa Redevelopment Agency represents a loan to pay for certain capital improvement projects within the boundaries of the redevelopment area. All remaining interfund receivables and payables within the primary government represent cash transfers for operating and capital purposes.

NOTE 2 - DETAILED NOTES ON ALL FUNDS *(Continued)*

E. Interfund Receivables, Payables and Transfers

Interfund Transfers:

	Transfers In	Transfers Out	Purpose
Major Funds:			
General Fund	$ 8,439,719	$ 7,544,758	Transfer for franchise fees and cost of services, funding for capital projects and debt service
Community Redevelopment Agency	-	419,616	Transfer for administrative costs
Utility Funds	-	8,384,099	Transfer for franchise fee and cost of services
Nonmajor Governmental Funds:			
Special Revenue Funds	430,369	-	To fund capital projects
Debt Service Fund	370,139	-	To fund current year debt service payments
Capital Projects Funds	7,111,046	2,800	To fund capital projects and equipment
Total lnterfund Transfers	$ 16,351,273	$ 16,351,273	

F. Contracts Payable and Due to Other Governments

The City bills and collects charges for sewer and other services on behalf of Brevard County; the Cities of Cape Canaveral, Cocoa Beach, Rockledge, and Titusville; and Sun Lake and Merritt Island Utility Company. Cash collections are remitted to these entities monthly. At September 30, 2019, the balance recorded as contracts payable due to these entities was $9,213,388, which includes amounts billed but not yet collected of $6,618,142 and revenue earned but not yet billed of $2,594,329. Amounts collected and not yet remitted to these entities at year-end totaled $3,628,624 in the Water and Sewer System fund. The City has collected for and not yet remitted to the County permit fees totaling $7,902.

G. Long-term Debt

Changes in Long-term Liabilities

Long-term liability activity for the year ended September 30, 2019 is as follows:

	Beginning Balance	Additions/ Transfers	Deletions/ Transfers	Ending Balance	Due Within One Year
Governmental Activities					
Bond payable:					
Revenue bonds payable	$ 15,965,000	$ -	$ (470,000)	$ 15,495,000	$ 480,000
Less unamortized amounts:					
For issuance discounts	(40,644)	-	1,401	(39,243)	-
For issuance premium	486,065	-	(25,582)	460,483	-
Total bonds payable	16,410,421	-	(494,181)	15,916,240	480,000
Notes from Direct Borrowing and Direct Placements	3,103,000	-	(611,000)	2,492,000	625,000
Capital leases	68,562	-	(32,910)	35,652	32,910
Accrued claims payable	4,720,650	7,775,590	(7,686,316)	4,809,924	2,426,924
OPEB liability	20,586,425	352,149	(765,568)	20,173,006	-
Net pension liability	18,799,895	6,278,192	(2,506,738)	22,571,349	-
Compensated absences	1,719,539	876,411	(1,329,452)	1,266,498	546,944
Governmental activities long-term liabilities	$ 65,408,492	$ 15,282,342	$ (13,426,165)	$ 67,264,669	$ 4,111,778

G. Long-term Debt *(Continued)*

Changes in Long-term Liabilities *(Continued)*

	Beginning Balance	Additions/ Transfers	Deletions/ Transfers	Ending Balance	Due Within One Year
Business-type Activities					
Bond payable:					
Revenue bonds payable	$ 34,330,000	$ 58,375,000	$ (28,350,000)	$ 64,355,000	$ 2,195,000
Less unamortized amounts:					
For issuance discounts	(595,593)	-	595,593	-	-
For issuance premium	245,567	6,890,332	(309,681)	6,826,218	-
Total bonds payable	33,979,974	65,265,332	(28,064,088)	71,181,218	2,195,000
Direct Placement					
Revenue bonds payable	21,805,000	-	-	21,805,000	1,250,000
Total all bonds payable	55,784,974	65,265,332	(28,064,088)	92,986,218	3,445,000
Due to other governments:					
State revolving loans payable	17,952,442	-	(2,022,317)	15,930,125	2,075,388
OPEB liability	5,181,743	8,374,563	(515,843)	13,040,463	-
Net pension liability	8,525,435	1,628,760	(540,614)	9,613,581	-
Compensated absences	583,372	877,476	(855,549)	605,299	260,997
Business-type activities long-term liabilities	$ 88,027,966	$ 76,146,131	$ (31,998,411)	$ 132,175,686	$ 5,781,385

For the governmental activities, capital leases and compensated absences are generally liquidated by the General Fund.

Principal and interest paid in the current fiscal year for the Fire Protection Revenue Bonds, Series 2016, was $459,863 and pledged gross revenue was $2,469,303. As of September 30, 2019, principal and interest to maturity in 2046 to be paid from pledged future revenues totaled $12,479,506. Principal and interest paid in the current fiscal year for the Capital Improvement Revenue Bond, Series 2016, was $614,913 and pledged gross revenue was $4,167,398. As of September 30, 2019, principal and interest to maturity in 2037 to be paid from pledged future revenues totaled $11,008,825.

Principal and interest paid in the current fiscal year for the Water and Sewer System Revenue Bonds, Capital Improvement Revenue Notes, and the State Revolving Loan Funds was $11,412,716 and pledged net revenue and impact fees was $34,114,510. As of September 30, 2019, principal and interest to maturity in 2040 to be paid from pledged future revenues totaled $158,525,816.

G. Long-term Debt *(Continued)*

Revenue Bonds

Revenue bonds in the City's Water and Sewer System Fund are secured by and payable from the gross revenues of the City's water and sewer system. The bond resolutions provide that certain revenues in excess of debt service requirements may be used for general operating purposes.

The resolutions applicable to the revenue bonds require the establishment of various bond principal and interest sinking funds and reserve accounts with various requirements for deposit. These requirements have been met for the fiscal year ended September 30, 2019. Revenue bonds outstanding at year-end are as follows:

Governmental Activities	
Capital Improvement Refunding Revenue Bond, Series 2016, original issuance amount of $8,865,000 to the Capital Projects Fund, due $295,000 to $590,000 annually through 2037; interest at 2.000% to 4.000% (plus bond premium $486,065)	$ 8,395,483
Fire Protection Assessment Revenue Bond, Series 2016, original issuance amount of $8,000,000 to the Capital Projects Fund, due $160,000 to $445,000 annually through 2046; interest at 2.000% to 4.125% (less bond discount of $40,644)	7,520,757
Total governmental activities	$ 15,916,240
Business-type Activities	
Water and Sewer System Refunding Revenue Bonds, Series 2003, original issuance amount of $23,985,000, due $1,370,000 to $1,790,000 annually through 2023; interest at 2.000% to 5.500% (plus bond premium of $196,453)	$ 6,816,453
Water and Sewer Revenue Bond, Series 2018B, original issuance amount of $37,540,000, due $640,000 to $2,270,000 annually in 2019 through 2048; interest at 3-5% (plus bond premium of $4,341,952)	41,097,220
Water and Sewer System Refunding Revenue Bond, Series 2018C, original issuance amount of $20,835,000, due $980,000 to $2,050,000 annually in 2027 through 2040; interest at 4-5% (plus bond premium of $2,548,379)	23,267,544
Total Bonds Payable	71,181,217
Direct Placement Bonds	
Water and Sewer System Refunding Revenue Bond, Series 2018A-2, original issuance amount of $21,805,000, due $3,645,000 to $1,175,000 annually in 2018 through 2031; interest at 3.63% (issued at par value)	21,805,000
Total business-type activities	$ 92,986,217

All outstanding bonds are subject to Federal Arbitrage

G. Long-term Debt *(Continued)*

Annual debt service requirements to maturity for revenue bonds outstanding are as follows:

Year Ending September 30,	Governmental Activities		Business-type Activities			
			Bonds Payable		Direct Placement Bonds	
	Principal	Interest	Principal	Interest	Principal	Interest
2020	$ 480,000	$ 590,675	$ 2,195,000	$ 3,045,950	$ 1,250,000	$ 791,522
2021	495,000	576,275	2,295,000	2,941,975	1,300,000	746,146
2022	510,000	561,425	2,410,000	2,833,000	1,345,000	698,956
2023	535,000	541,025	2,530,000	2,711,100	1,400,000	650,134
2024	555,000	519,625	765,000	2,583,050	3,340,000	599,312
2025-2029	3,110,000	2,253,063	6,385,000	12,357,588	10,690,000	1,357,621
2030-2034	3,775,000	1,603,069	11,620,000	10,416,750	2,480,000	135,218
2035-2039	3,265,000	874,531	15,225,000	7,590,300	-	-
2040-2044	1,900,000	419,400	12,475,000	3,731,250	-	-
2045-2049	870,000	54,244	8,455,000	1,082,750	-	-
Totals	$ 15,495,000	$ 7,993,332	$ 64,355,000	$ 49,293,713	$ 21,805,000	$ 4,978,909

Governmental Activities

1) On November 1, 2016, the City issued $8,865,000 Capital Improvement Refunding Revenue Bonds, Series 2016, a refunding bond. These bonds were sold to: (i) fully refund $9,550,000 of outstanding Capital Improvement Revenue Bonds, Series 2007, maturing on and after October 1, 2018, and defeasing the lien on all of the Series 2007 Bonds, and (ii) paying certain costs and expenses relating to the issuance of the Series 2016 Bonds. The City completed the refunding to obtain an economic gain (difference between the present values of the old and new debt service payments) of $925,052. The City's decision to advance refund the Capital Improvement Revenue Bonds, Series 2007, resulted in a reduction of total debt service payments over the next twenty years of $2,230,407. The Series 2016 bonds bear interest at 2.00% to 4.00% per annum, payable semi-annually on April 1 and October 1. Principal is due annually beginning October 1, 2017, in amounts that range from $295,000 to $590,000, until final maturity on October 1, 2037.

   This refunding constituted an economic defeasance, but did not legally release the City from its obligation to repay the Capital Improvement Revenue Bonds, Series 2007. Under the terms of the refunding bond, sufficient assets to pay all principal and interest on the fully refunded bond issue were placed into an irrevocable trust account at a commercial bank. The assets, liabilities and financial transactions of this trust account are not reflected in the financial statements of the City.

   Default under the Capital Improvement Refunding Revenue Bonds, Series 2016 includes non-payment of amounts due (principal and interest), failure to perform bond covenants without remedy within a 30-day period and bankruptcy or receiver-ship for longer than 90 days. Upon an event of default, registered owners of not less than 25% of aggregate principal outstanding can appoint a trustee to represent them in legal proceedings related to the rights of the bondholders. In no case, however, shall any holder, trustee or receiver have the right to declare the bonds immediately due and payable.

G. Long-term Debt *(Continued)*

Governmental Activities *(Continued)*

2) On December 20, 2016, the City issued $8,000,000 in Fire Protection Assessment Revenue Bonds, Series 2016, with interest rates ranging from 2.000% to 4.125%. The total amount of the debt, principal of $8,000,000 and interest of $5,763,711, is to be paid through fiscal year 2047, with annual debt service payments ranging from $160,000 to $445,000 beginning in fiscal year 2017. The Series 2016 Bonds were issued by the City for the purpose of, together with other available funds of the City, (i) financing a portion of the costs of acquisition and construction of three fire station facilities and other equipment for the City's fire protection services, (ii) making a deposit to the Series 2016 Reserve Fund Subaccount, and (iii) paying certain costs and expenses relating to the issuance of the Series 2016 Bonds. Debt service will be paid from certain non-ad valorem special assessments (fire protection assessments), with the rates established each year by Resolution.

   Default under the Fire Protection Assessment Revenue Bonds, Series 2016 includes non-payment of amounts due (principal and interest), failure to perform bond covenants without remedy within a 30-day period and bankruptcy or receivership for longer than 90 days. Upon an event of default, registered owners of not less than 25% of aggregate principal outstanding can appoint a trustee to represent them in legal proceedings related to the rights of the bondholders. In no case, however, shall any holder, trustee or receiver have the right to declare the bonds immediately due and payable.

Business-Type Activities

1) The Water and Sewer System Refunding Revenue Bonds, Series 2003, are not subject to redemption prior to maturity at the option of the City. However, bonds maturing on October 1, 2019 are subject to mandatory redemption prior to maturity, at the option of the paying agent, at 100% of the principal amount of the bond to be redeemed, on October 1, 2018. In addition, bonds maturing on October 1, 2023 are subject to mandatory redemption prior to maturity, at the option of the paying agent, at 100% of the principal amount of the bonds to be redeemed, on October 1, 2018 and on each October 1 thereafter, through and including October 1, 2023.

   Default under the 2003 Bonds includes non-payment of principal and interest when due, failure to perform bond covenants without remedy within 30 days and insolvency or bankruptcy. Upon an event of default, registered owners of not less than 51% of the aggregate principal outstanding and accreted value as of the most recent interest payment date, may declare the bonds due and payable immediately. For the Series 2003 bonds, this requires the consent of AMBAC, insurer of the bonds.

G. Long-term Debt *(Continued)*

Business-Type Activities *(Continued)*

2) The Water and Sewer System Revenue Bonds, Series 2009A, are subject to redemption prior to their respective stated dates of maturity at the option of the City, in whole or in part, on or after October 1, 2019, at 100% of the principal amount of the bond to be redeemed, together with accrued interest to the date set for redemption. Bonds maturing on October 31, 2034 are subject to mandatory redemption prior to maturity, at the option of the paying agent, at 100% of the principal amount of the bond to be redeemed, on October 1, 2030 and on each October 1 thereafter, through and including October 1, 2034. In addition, bonds maturing on October 1, 2039 are subject to mandatory redemption prior to maturity, at the option of the paying agent, at 100% of the principal amount of the bond to be redeemed, on October 1, 2035 and on each October 1 thereafter, through and including October 1, 2039.

   The Water and Sewer Revenue Refunding Bonds, Series 2009B, maturing in the year 2019 are not subject to optional maturity prior to their stated date of maturity. Bonds maturing on or after October 1, 2020, are subject to redemption prior to their respective stated dates of maturity at the option of the City, in whole or in part, on or after October 1, 2019, at 100% of the principal amount of the bond to be redeemed, together with accrued interest to the date set for redemption. The outstanding balance for 2009A and 2009B bonds is $0 at September 30, 2019.

   The refunding described subsequently in Note G (4) Long-term Debt/Business-Type Activities constituted an economic defeasance, but did not legally release the City from its obligation to repay the Water and Sewer Revenue Bonds, Series 2009A and the Water and Sewer System Refunding Revenue Bonds, Series 2009B. Under the terms of the refunding bond, sufficient assets to pay all principal and interest on the fully refunded bond issues were placed into an irrevocable trust at a commercial bank. The assets, liabilities and financial transactions of this trust account are not reflected in the financial statements of the City.

3) Water and Sewer System Revenue Bonds, Series 2010 (Federally Taxable-Build America Bonds - Direct Subsidy) are subject to redemption prior to their stated dates of maturity, at the option of the City, in whole or in part, on October 1, 2020, or any date thereafter, in such order as may be determined by the City and, by lot, within a maturity, at the redemption price of the principal amount to be redeemed, plus accrued interest to the redemption date. The Series 2010 Bonds maturing on October 1, 2030 are subject to mandatory redemption prior to maturity, by lot, in such manner as the paying agent may deem appropriate, at 100% of the principal amount to be redeemed plus accrued interest to the date of redemption, without premium, on October 1, 2027 and on each October 1 thereafter. The Series 2010 Bonds maturing on October 1, 2035 are subject to mandatory redemption prior to maturity, by lot, in such manner as the paying agent may deem appropriate, at 100% of the principal amount to be redeemed plus accrued interest to the date of redemption, without premium, on October 1, 2031 and on each October 1 thereafter. The Series 2010 Bonds maturing on October 1, 2040 are subject to mandatory redemption prior to maturity, by lot, in such manner as the paying agent

G. Long-term Debt *(Continued)*

Business-Type Activities *(Continued)*

may deem appropriate, at 100% of the principal amount to be redeemed plus accrued interest to the date of redemption, without premium, on October 1, 2036 and on each October 1 thereafter. The Series 2010 Bonds are subject to extraordinary optional redemption prior to their maturity date at the option of the City, in whole or in part, on any date prior to October 1, 2020 in such maturities as the City shall determine, only upon the occurrence of an extraordinary event (as defined in the bond agreement), at a redemption price equal to the greater of: (1) 100% of the principal amount of the Series 2010 Bonds to be redeemed; or (2) the sum of the present value of the remaining scheduled payments of principal and interest to the maturity date of the Series 2010 Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which the Series 2010 Bonds are to be redeemed, discounted to the date on which the Series 2010 Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year, consisting of twelve 30-day months, at the treasury rate (as defined in the bond agreement), plus 100 basis points; plus, in each case, accrued interest on the Series 2010 Bonds to be redeemed to the redemption date.

The Series 2010 Bonds were advance refunded via the Water and Sewer System Refunding Revenue Bonds, Series 2018C.

4) On August 22, 2018, the City issued $21,805,000 Water and Sewer System Revenue Refunding Bonds, Series 2018A-1, a refunding bond. These bonds were sold to: (1) fully refund $8,795,000 of Outstanding Water and Sewer Revenue Bonds, Series 2009A maturing October 1, 2039 and defease the lien on all of the Series 2009B bonds and $12,325,000 of Water and Sewer System Refunding Revenue Bonds, Series 2009B maturing October 1, 2031 and defease the lien on all of the Series 2009B bonds and (2) pay certain costs and expenses relating to the issuance of the Series 2018A-1 Bonds. The City completed the refunding to obtain an economic gain (the difference between the present values of the old and new debt service payments) of $1,369,098. The City's decision to advance refund the Water and Sewer Revenue Bonds, Series 2009A and the Water and Sewer System Refunding Revenue Bonds, Series 2009B resulted in a reduction of total debt service payments over the next thirteen years of $2,965,093. The Series 2018A-1 Bonds were exchanged for a 2018A-2 Tax Exempt Bond on July 15, 2019. The Series 2018A-1 bonds bear taxable fixed interest at 3.1% until the exchange date, payable semi-annually on April 1 and October 1. The interest rate has been fixed to change from the Exchange Date of July 15, 2019 to the Maturity Date to a tax-exempt rate of 3.63%. The principal amount of the 2018 Tax-Exempt Bond Series A-2 will be payable beginning October 1, 2020. Final maturity of the Series A-2 tax-exempt bond will be October 1, 2031.

G. Long-term Debt *(Continued)*

Business-Type Activities *(Continued)*

Default under the 2018A-2 Bonds includes non-payment of principal and interest when due, failure to perform bond covenants without remedy within 30 days and insolvency or bankruptcy. Upon an event of default, registered owners of not less than 51% of the aggregate principal outstanding and accreted value as of the most recent interest payment date, may declare the bonds due and payable immediately. Water and Sewer System Revenue Bonds, Series 2010 (Federally Taxable-Build America Bonds - Direct Subsidy) are subject to redemption prior to their stated dates of maturity, at the option of the City, in whole or in part, on October 1, 2020, or any date thereafter, in such order as may be determined by the City and, by lot, within a maturity, at the redemption price of the principal amount to be redeemed, plus accrued interest to the redemption date. The Series 2010 Bonds maturing on October 1, 2030 are subject to mandatory redemption prior to maturity, by lot, in such manner as the paying agent may deem appropriate, at 100% of the principal amount to be redeemed plus accrued interest to the date of redemption, without premium, on October 1, 2027 and on each October 1 thereafter. The Series 2010 Bonds maturing on October 1, 2035 are subject to mandatory redemption prior to maturity, by lot, in such manner as the paying agent may deem appropriate, at 100% of the principal amount to be redeemed plus accrued interest to the date of redemption, without premium, on October 1, 2031 and on each October 1 thereafter. The Series 2010 Bonds maturing on October 1, 2040 are subject to mandatory redemption prior to maturity, by lot, in such manner as the paying agent may deem appropriate, at 100% of the principal amount to be redeemed plus accrued interest to the date of redemption, without premium, on October 1, 2036 and on each October 1 thereafter. The Series 2010 Bonds are subject to extraordinary optional redemption prior to their maturity date at the option of the City, in whole or in part, on any date prior to October 1, 2020 in such maturities as the City shall determine, only upon the occurrence of an extraordinary event (as defined in the bond agreement), at a redemption price equal to the greater of: (1) 100% of the principal amount of the Series 2010 Bonds to be redeemed; or (2) the sum of the present value of the remaining scheduled payments of principal and interest to the maturity date of the Series 2010 Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which the Series 2010 Bonds are to be redeemed, discounted to the date on which the Series 2010 Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year, consisting of twelve 30-day months, at the treasury rate (as defined in the bond agreement), plus 100 basis points; plus, in each case, accrued interest on the Series 2010 Bonds to be redeemed to the redemption date. The Series 2010 bonds were advance refunded with the issuance of Series 2018C bonds.

G. Long-term Debt *(Continued)*

Business-Type Activities *(Continued)*

5) On October 3, 2018, the City issued $37,540,000 Water and Sewer System Revenue Bonds, Series 2018B and Water and Sewer System Refunding Revenue Bonds, Series 2018C. The 2018B Bonds are being issued to fund the 2018B Project consisting of the acquisition, construction and equipping of certain capital improvements to the Water and Sewer System. The bonds bear interest at a rate of 3-5% with semi-annual payments due each April 1 and October 1 through October 1, 2048. The 2018C Bonds are being issued to advance refund the Water and Sewer System Revenue Bonds, Series 2010 (Federally Taxable – Build America Bonds – Direct Subsidy). Immediately upon issuance, a portion of the proceeds of the 2018C bonds, together with other available funds of the City, were deposited into an escrow account for the purpose of paying principal and interest on the Series 2010 bonds as they come due. Interest on these bonds are 4-5% with payment of interest only due until October 1, 2027 at which time principal installments are due each April 1 and October 1 through October 1, 2040.

   The City completed the refunding to obtain an economic gain (difference between the present values of the old and new debt service payments) of $2,023,448. The City's decision to advance refund the Water and Sewer System Revenue Bonds, Series 2010, resulted in a reduction of total debt service payments over the next 22 years of $8,788,883.

   Default under the 2018B and 2018C Bonds includes non-payment of principal and interest when due, failure to perform bond covenants without remedy within 30 days and insolvency or bankruptcy. Upon an event of default, registered owners of not less than 51% of the aggregate principal outstanding and accreted value as of the most recent interest payment date, may declare the bonds due and payable immediately.

Notes Payable

Governmental Activities

1) On December 7, 2010, the City entered into a Capital Improvement Refunding Note, Series 2010, in the principal amount of $3,200,000 to refund the remaining amount of the Capital Improvement Revenue Bonds, Series 1998, outstanding and to finance certain costs of capital expenditures for the City's public purposes. The note bears interest at a fixed rate of 2.50%.

   Upon an Event of Default, registered owners of not less than 25% of the aggregate principal outstanding can appoint a trustee to represent them in legal proceedings related to the rights of the bondholders. In no case, however, shall any holder, trustee or receiver have the right to declare the bonds immediately due and payable

G. Long-term Debt *(Continued)*

Notes Payable *(Continued)*

2) On November 14, 2012, the City entered into a Transportation Improvement Revenue Note, Series 2012, in the principal amount of $1,250,000 for the purpose of financing the City's payment obligations under a funding agreement with the Florida Department of Transportation. The note bears interest at a fixed rate of 1.90%.

   Upon an Event of Default, the owner of the note can declare the entire debt immediately due and payable. Issuer may then be obligated for collection and enforcement costs, including attorney's fees.

3) On November 26, 2014, the City entered into a Capital Improvement Revenue Note, Series 2014, in the principal amount of $2,010,000 in order to finance the City's purchase of three fire vehicles, consisting of one ladder truck and two rescue pumper trucks. The note bears interest at a fixed rate of 2.20%.

   Upon an event of default, the interest rate increases to the default rate after 5 days past any due date for principal and interest.

Notes payable outstanding at year-end are as follows:

Governmental Activities	
Capital Improvement Refunding Note, Series 2010, original issuance amount of $3,200,000, payments range from $277,000 to $303,000 annually through 2022; interest at 2.5%	$ 887,000
Transportation Revenue Note, Series 2012, original issuance amount of $1,250,000, payments range from $125,000 to $135,000 annually through 2023; interest at 1.9%	530,000
Capital Improvement Revenue Note, Series 2014, original issuance amount of $2,010,000, payments range from $195,000 to $225,000 annually through 2024; interest at 2.20%	1,075,000
Total governmental activities	$ 2,492,000

Annual debt service requirements to maturity for the notes are as follows:

Year Ending September 30,	Governmental Activities	
	Principal	Interest
2020	$ 625,000	$ 54,660
2021	634,000	40,430
2022	653,000	25,943
2023	355,000	16,023
2024	225,000	-
Totals	$ 2,492,000	$ 137,056

The note agreements provide for certain debt covenant requirements, including debt service and reserve requirements. The City is currently in compliance with each of these covenants.

G. Long-term Debt *(Continued)*

State Revolving Fund Loans

1) On March 20, 2001, the City was awarded financial assistance from the Florida Department of Environmental Protection in the form of a Drinking Water State Revolving Fund Loan (DW0517010), for the purpose of financing construction of the Banana River 36-inch Water Main project. The amount of the loan payable at September 30, 2019 is $859,978. The loan bears interest at fixed rates ranging from 3.05% to 3.27% per annum, with principal and interest payments due in January and July of each fiscal year until the loan is paid in full in fiscal year 2022.

2) During 2003, the City was awarded an additional construction loan under the Florida Department of Environmental Protection's Drinking Water State Revolving Fund Loan (DW0517020), for the purpose of financing Phase I of a 54-inch water main from State Road 524 to the St. John's River. The amount of the loan payable at September 30, 2019 is $1,227,541. The loan bears interest at fixed rates ranging from 2.67% to 2.93% per annum, with principal and interest payments due in February and August of each fiscal year until the loan is paid in full in fiscal year 2024.

3) During 2003, the City was awarded an additional construction loan under the Florida Department of Environmental Protection's Clean Water State Revolving Fund (WWG12081202P), for the purpose of preconstruction activities, which consist of the planning, administrative, and engineering work necessary for the City to qualify for Clean Water State Revolving Fund financing, for construction of wastewater transmission, collection, reuse, and treatment facilities. The amount of the loan payable at September 30, 2019 is $1,101,443. The loan bears interest at fixed rates ranging from 1.89% to 2.04% per annum, with principal and interest payments due in June and December of each year until the loan is paid in full in fiscal year 2025.

4) During 2004, the City was awarded an additional construction loan under the Florida Department of Environmental Protection's State Revolving Fund (DW0517030), in order to finance the City's 54-inch Water Transmission Main Phase 2 construction project. The amount of the loan payable at September 30, 2019 is $3,404,062. The loan bears interest at fixed rates ranging from 2.58% to 2.96% per annum, with principal and interest payments due in February and August of each year until the loan is repaid in full in fiscal year 2025.

5) During 2009, the City was awarded an additional construction loan under the Florida Department of Environmental Protection Clean Water State Revolving Fund (WW812030), for the waste water portion related to the Widening of US 1 from Park to Rosa L. Jones and from Rosa L. Jones to Pine, including a force main and reclaimed water main. The amount of the loan payable at September 30, 2019 is $3,886,648. The loan bears interest at 2.92% per annum, with 40 principal and interest payments due in April and October of each fiscal year until the loan is repaid in full in fiscal year 2031.

G. Long-term Debt *(Continued)*

State Revolving Fund Loans *(Continued)*

6) During 2009, the City was awarded an additional construction loan under the Florida Department of Environmental Protection Drinking Water State Revolving Fund (DW0517040), for the water main portion related to the widening of US 1 from Park to Rosa L. Jones and from Rosa L. Jones to Pine. The maximum amount of the loan is $3,200,000. The amount of the loan payable at September 30, 2019 is $1,332,394. The loan bears interest at 2.77% per annum, with 40 principal and interest payments due in June and December of each fiscal year until the loan is repaid in full in fiscal year 2031.

7) During 2009, the City was awarded an additional construction loan under the Florida Department of Environmental Protection Drinking Water State Revolving Fund (DW0517050), for South Mainland 42-inch Water Main Project. The maximum amount of the loan is $6,400,000. The amount of the loan payable at September 30, 2019 is $4,039,277. The loan bears interest at fixed rates ranging from 2.77% to 2.84% per annum, with 40 principal and interest payments due in April and October of each fiscal year until the loan is repaid in full in fiscal year 2030.

8) During 2009, the City was awarded an additional construction loan under the Florida Department of Environmental Protection Drinking Water State Revolving Fund (DW0517060), for the South Atlantic Avenue Water Main Replacement Phase I Project. The amount of the loan payable at September 30, 2019 is $78,782. The loan bears interest at fixed rates ranging from 2.57% to 2.82% per annum, with 40 principal and interest payments due in June and December of each fiscal year until the loan is repaid in full in fiscal year 2031.

The City's direct borrowings with the State Revolving Fund (SRF) contain provisions that in the event of default, notification of such default may be made to the Florida Auditor General and Chief Financial Officer, and the SRF may intercept the unpaid amounts from unobligated funds due to the City under revenue or tax sharing programs. The SRF may impose a penalty of an interest rate from 6-18% annually on the amount due. Additionally, the SRF may accelerate the repayment schedule or increase the financing rate on unpaid principal to as much as 1.667-3.333 times the original financing rate.

The balances outstanding under State Revolving Loan Funds as of September 30, 2019 are as follows:

Year Ending September 30,	Business-type Activities Principal	Interest
2020	$ 2,075,388	$ 434,092
2021	2,134,170	375,309
2022	2,014,250	314,839
2023	1,887,305	261,392
2024	1,792,761	209,395
2025-2029	4,939,766	536,615
2030-2034	1,086,485	31,426
Totals	$15,930,125	$ 2,163,068

G. Long-term Debt *(Continued)*

Pledged Revenue

The following is a summary schedule of the City's long-term obligations, including their impact on those present and future pledged revenue sources:

	Debt Service Paid	Principal Outstanding	Interest Outstanding	Years Remaining
Business-type Activities:				
Revenue Bonds:				
Water and Sewer System Refunding Revenue Bonds, Series 2003 original issuance amount of $23,985,000, due $1,370,000 to $1,790,000 annually through 2023; interest at 2.0% to 5.5% (plus bond premium of $196,453)	$ 1,888,575	$ 6,620,000	$ 934,725	4
Water and Sewer System Revenue Bond, Series 2018B original issuance amount of $37,540,000, due $640,000 to $2,270,000 annually in 2019 through 2048; interest at 3-5% (plus bond premium of $4,341,952)	2,366,206	36,900,000	32,287,850	29
Water and Sewer System Revenue Bond, Series 2018C original issuance amount of $20,835,000, due $980,000 to $2,050,000 annually in 2027 through 2040; interest at 4-5% (plus bond premium of $2,548,379)	-	20,835,000	16,071,138	22
Direct Placement Bonds:				
Water and Sewer System Revenue Refunding Bonds, Series 2018A-2 original issuance amount of $21,805,000, due $3,645,000 to $1,175,000 annually in 2018 through 2031; interest at 3.63% (issued at par value)	700,352	21,805,000	4,978,909	12
Total Bonds - Business-type Activities	4,955,133	86,160,000	54,272,622	
Subordinate Debt (Direct Borrowing):				
State Revolving Loans - Florida Department of Environmental Protection and Florida Water Pollution Control Financing Corporation original issuance amounts of $22,262,404, with annual installments ranging from $3,977 to $597,586 through 2031, interest at 1.89-3.27%.	2,505,520	15,930,125	2,163,068	
Total Business-type Activities	$ 7,460,653	102,090,125	$ 56,435,690	
Less: Premium/ Discount		6,826,218		
Total Principal Outstanding Less Premium / Discount		$ 95,263,907		

(1) Debt service payments in FY2019 for Water and Sewer System Revenue Bond, Series 2009B was $2,085,750; for Water and Sewer System Revenue Bond, Series 2018BA was $1,866,313. Both of these bonds were refunded in FY2019, so there will be no further debt service for these bonds.

(2) See the following table for the pledged revenue calculation.

Water & Sewer System Pledged Revenue Calculation	
Operating Revenues	$ 65,298,095
Add: Gain/Loss on Sale of Capital Assets	73,980
Add: Interest Income	2,031,125
Less: Impact Fees	(2,465,963)
Total Applicable Revenues	64,937,237
Less: Operating Expense	(48,142,115)
GF Admin Fee	5,701,690
Add back depreciation	11,448,371
Net Revenues	33,945,183
Pledged Impact Fees	2,465,963
Net Revenues Plus Pledged Impact Fees	$ 36,411,146

NOTE 2 - DETAILED NOTES ON ALL FUNDS *(Continued)*

G. Long-term Debt *(Continued)*

Capital Leases

The City has entered into a lease agreement as lessee for financing the acquisition of certain equipment. The lease agreement qualifies as a capital lease for accounting purposes and, therefore, has been recorded at the present value of the future minimum lease payments as of the inception date. The assets acquired through capital lease are as follows:

Year Ending September 30,	
2020	$ 32,910
2021	2,742
Total minimum future rental expense	$ 35,652

H. Operating Leases

The City leases various equipment under operating leases. The following schedule represents minimum future rental expense related to the leases:

Year Ending September 30,	
2020	$ 13,964
2021	4,207
2022	3,320
2023	3,320
2024	2,490
Total minimum future rental expense	$ 27,301

NOTE 3 - OTHER INFORMATION

A. Risk Management

The City adopted a self-insurance program for workers' compensation, effective January 1, 1990. The City is self-insured during each one-year liability period for the first $650,000 of each workers' compensation claim and for any losses incurred exceeding $25,000,000 per incident. For the year ended September 30, 2019, the City had an estimated $884,821 in claims expense, including $17,393 in incurred but not reported claims, and $210,824 in administrative costs recorded in the self-insurance fund. At September 30, 2019, the actuarially determined net loss reserve for all fund years is $4,119,000 (undiscounted). On a discounted basis (discounted at 3.0%), the actuarial net loss reserve is $3,400,000. This liability is based on the requirements of GASB Statement No. 10, *Accounting and Financial Reporting for Risk Financing and Related Insurance Issues.* To estimate this liability, the incurred but not reported factors are applied to trended claims history. Settled claims have not exceeded coverage in any of the past three fiscal years.

NOTE 3 - OTHER INFORMATION *(Continued)*

A. Risk Management *(Continued)*

Effective October 1, 2015, the City changed from a hybrid fully insured healthcare plan to a self-funded healthcare plan, engaging Cigna Health and Life Insurance Company ("Cigna") to act as third-party administrator in exchange for a medical administrative fee per covered employee. Funds are deposited into an imprest account from which Cigna, as third-party administrator, pays plan claims in accordance with plan benefits. The City has obtained Specific Stop Loss Insurance and Aggregate Stop Loss Insurance to protect its assets in the event of a large individual claim (greater than $125,000) or in the event claim costs exceed a predetermined amount (125% of the expected annual claims amount). For the year ended September 30, 2019, the City had $5,557,945 in claims expense, including $388,041 in incurred but not reported claims and $1,122,000 in administrative costs recorded in the self-insurance fund. At September 30, 2019, the actuarially determined net loss reserve is $1,409,924. This liability is based on the requirements of GASB Statement No. 10, Accounting and Financial Reporting for Risk Financing and Related Insurance Issues. To estimate this liability, the incurred but not reported factors are applied to trended claims history. Settled claims have not exceeded coverage in the past fiscal year.

Changes in the estimated accrued claims payable in fiscal years 2019 and 2018 were as follows:

	2019	2018
Balance at beginning of year	$ 4,720,650	$ 4,152,457
Current year claims and changes in estimate	7,775,590	9,451,426
Claims payments	(7,686,316)	(8,883,233)
Balance at end of fiscal year	4,809,924	4,720,650
Less: amount due within one year	(2,426,924)	(2,359,650)
Noncurrent portion	$ 2,383,000	$ 2,361,000

There have been no significant reductions in insurance coverage during fiscal year 2019.

B. Major Customers

The City's Water and Sewer System Fund had one major customer in 2019. Sales to this customer aggregated $2,716,851. At September 30, 2019, the amount due from this customer included in accounts receivable is $570,402.

C. Pension Plan Summary

	FRS	HIS	Fire	Police	General	Total
Deferred Outflow	$ 4,797,383	$ 1,274,016	$ 2,072,055	$ 1,795,102	$ -	$ 9,938,556
Deferred Inflow	$ 775,254	$ 426,802	$ 433,086	$ 337,512	$ 166,377	$ 2,139,031
Net Pension Liability	$ 12,093,584	$ 5,144,901	$ 9,043,413	$ 3,221,897	$ 2,681,135	$ 32,184,930

NOTE 3 - OTHER INFORMATION *(Continued)*

D. State of Florida Pension Plans

Defined Benefit Plans

The City participates in two defined benefit pension plans that are administered by the State of Florida, Department of Management Services, Division of Retirement. The plans provide retirement, disability or death benefits to retirees or their designated beneficiaries. Chapter 121, Florida Statutes, establishes the authority for benefit provisions. Changes to the law can only occur through an act of the Florida Legislature. The State of Florida issues a publicly available financial report that includes financial statements and required supplementary information for the plans. That report is available from the Florida Department of Management Services' website (www.dms.myflorida.com).

The Florida Retirement System ("FRS") Pension Plan is a cost-sharing, multiple-employer defined benefit pension plan with a Deferred Retirement Option Program ("DROP") available for eligible employees. The FRS was established and is administered in accordance with Chapter 121, Florida Statutes. Retirees receive a lifetime pension benefit with joint and survivor payment options. FRS membership is compulsory for employees filling regularly established positions in a state agency, county agency, state university, state college, or district school board, unless restricted from FRS membership under Sections 121.053 or 121.122, Florida Statutes, or allowed to participate in a defined contribution plan in lieu of FRS membership. Participation by cities, municipalities, special districts, charter schools and metropolitan planning organizations is optional.

The Retiree Health Insurance Subsidy ("HIS") Program is a cost-sharing, multiple-employer defined benefit pension plan established and administered in accordance with Section 112.363, Florida Statutes. The benefit is a monthly payment to assist retirees of the state-administered retirement systems in paying their health insurance costs. To be eligible to receive a HIS benefit, a retiree under a state-administered retirement system must provide proof of eligible health insurance coverage, which can include Medicare.

Benefits Provided

Benefits under the FRS Pension Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the eight highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement plan and/or class to which the member belonged when the service credit was earned.

Eligible retirees and beneficiaries receive a monthly HIS payment equal to the number of years of service credited at retirement multiplied by $5. The minimum payment is $30 and the maximum payment is $150 per month, pursuant to Section 112.363, Florida Statutes.

D. State of Florida Pension Plans *(Continued)*

Contributions

The contribution requirements of plan members and the employer are established and may be amended by the Florida Legislature. Employees are required to contribute 3.00% of their salary to the FRS Pension Plan. The employer's contribution rates as of September 30, 2019, were as follows:

	FRS	HIS
Regular Class	6.81%	1.66%
Special Risk Class	23.82%	1.66%
Senior Management Service Class	23.75%	1.66%
Elected Officials	47.16%	1.66%
DROP from FRS	12.94%	1.66%

The employer's contributions for the year ended September 30, 2019, were $1,088,861 to the FRS Defined Benefit Pension Plan and Defined Contribution Investment Plan and $255,332 to the HIS Program.

Pension Liabilities and Pension Expense

In its financial statements for the year ended September 30, 2019, the City reported a liability for its proportionate share of the net pension liability of the FRS Pension Plan and its proportionate share of the net pension liability of the HIS Program. The net pension liabilities were measured as of June 30, 2019. The City's proportions of the net pension liabilities were based on its share of contributions to the pension plans relative to the contributions of all participating entities, actuarially determined.

	FRS	HIS
Net pension liability	$ 12,093,584	$ 5,144,901
Proportion at:		
Current measurement date	0.0351%	0.0460%
Prior measurement date	0.0339%	0.0448%
Pension expense	$ 3,123,673	$ 529,205

D. State of Florida Pension Plans *(Continued)*

Deferred Outflows/Inflows of Resources Related to Pensions

At September 30, 2019, the City has reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	FRS		HIS	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 717,305	$ 7,505	$ 62,491	$ 6,300
Changes of assumptions	3,106,153	-	595,731	420,502
Net difference between projected and actual earnings on pension plan investments	-	669,079	3,320	-
Changes in proportion and differences between City pension plan contributions and proportionate share of contributions	666,387	98,670	544,344	-
Employer contributions subsequent to the measurement date	307,538	-	68,130	-
Totals	$ 4,797,383	$ 775,254	$ 1,274,016	$ 426,802

Deferred outflows of resources related to employer contributions paid subsequent to the measurement date and prior to the employer's fiscal year end will be recognized as a reduction of the net pension liability in the reporting period ending September 30, 2020. Other pension-related amounts reported as deferred outflows of resources and deferred inflows of resources will be recognized in pension expense as follows:

Year Ending September 30,	FRS	HIS
2020	$ 1,274,248	$ 234,644
2021	464,357	196,341
2022	976,505	151,095
2023	732,125	72,269
2024	211,718	62,334
Thereafter	55,638	62,401
Totals	$ 3,714,591	$ 779,084

Actuarial Assumptions

The total pension liability for each of the defined benefit plans was measured as of June 30, 2019. The total pension liability for the FRS Pension Plan was determined by an actuarial valuation dated July 1, 2019. For the HIS Program, the total pension liability was determined by an actuarial valuation dated July 1, 2018, rolled-forward using standard actuarial procedures. The individual entry age normal actuarial cost method was used for each plan, along with the following significant actuarial assumptions:

	FRS	HIS
Inflation	2.60%	2.60%
Salary increases	3.25%	3.25%
Investment rate of return	6.90%	N/A
Discount rate	7.00%	3.50%

Mortality assumptions for the FRS Pension Plan was based off the PUB-2010 base table that varies by member category and sex, projected generationally. The HIS plan was based on the Generational RP-2000 with Projection Scale BB.

D. State of Florida Pension Plans *(Continued)*

The most recent experience study for the FRS Pension Plan was completed in 2019 for the period July 1, 2013, through June 30, 2018. Because the HIS Program is funded on a pay-as-you-go basis, no experience study has been completed for that program. The actuarial assumptions that determined the total pension liability for the HIS Program were based on certain results of the most recent experience study for the FRS Pension Plan.

The following changes in key actuarial assumptions occurred in 2019:

FRS: The long-term expected rate of return was decreased from 7.00% to 6.90%, and the mortality assumption was changed from the Generational RP-2000 with Projection Scale BB tables to the PUB-2010 base table, projected generationally with Scale MP-2018.

HIS: The municipal rate used to determine total pension liability was increased from 3.87% to 3.50%.

The long-term expected investment rate of return was not based on historical returns, but instead was based on a forward-looking capital market economic model. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption. For the FRS Pension Plan, the table below summarizes the consulting actuary's assumptions based on the long-term target asset allocation:

Asset Class	Target Allocation	Annual Arithmetic Return	Compound Annual (Geometric) Return
Cash	1%	3.3%	3.3%
Fixed income	18%	4.1%	4.1%
Global equity	54%	8.0%	6.8%
Real estate	10%	6.7%	6.1%
Private equity	11%	11.2%	8.4%
Strategic investments	6%	5.9%	5.7%
	100%		

Discount Rate

The discount rate used to measure the total pension liability for the FRS Pension Plan was 6.90%. FRS' fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return.

Because the HIS Program is essentially funded on a pay-as-you-go basis, a municipal bond rate of 3.87% was used to determine the total pension liability for the program. The Bond Buyer General Obligation Bond 20-Bond Municipal Bond Index was used as the applicable municipal bond index.

D. State of Florida Pension Plans *(Continued)*

Sensitivity Analysis

The following tables demonstrate the sensitivity of the net pension liability to changes in the discount rate. The sensitivity analysis shows the impact to the employer's proportionate share of the net pension liability if the discount rate was 1.00% higher or 1.00% lower than the current discount rate:

	FRS			HIS		
	1% Decrease (5.90%)	Current Discount Rate (6.90%)	1% Increase (7.90%)	1% Decrease (2.50%)	Current Discount Rate (3.50%)	1% Increase (4.50%)
Employer's proportionate share of the net pension liability	$ 20,905,782	$ 12,093,584	$ 4,733,911	$ 5,873,169	$ 5,144,901	$ 4,538,337

Pension Plans' Fiduciary Net Position

Detailed information about the pension plans' fiduciary net position is available in the State's separately issued financial reports.

Defined Contribution Plan

Pursuant to Chapter 121, Florida Statutes, the Florida Legislature created the Florida Retirement Investment Plan ("FRS Investment Plan"), a defined contribution pension plan qualified under Section 401(a) of the Internal Revenue Code. The FRS Investment Plan is an alternative available to members of the FRS in lieu of the defined benefit plan. There is a uniform contribution rate covering both the defined benefit and defined contribution plans, depending on membership class.

E. Retirement Commitments – Defined Benefit Plans

The City maintains three separate single-employer defined benefit pension plans for firefighters, police officers and those full-time City employees who did not elect to be in the Florida Retirement System as of March 1, 2009. They are accounted for as pension trust funds and reported herein as part of the City's reporting entity. Each plan is administered through its own Board of Trustees.

Summary of Significant Accounting Policies – The financial statements are prepared using the accrual basis of accounting. Plan member contributions are recognized in the period in which contributions are due. Employer contributions are recognized when due and the employer has made a formal commitment to provide the contributions. Investments are reported at fair value.

Short-term investments are reported at cost, which approximates fair value. Securities traded on a national or international exchange are valued at the last reported sales price. Investments that do not have an established market are reported at estimated fair value.

E. Retirement Commitments – Defined Benefit Plans *(Continued)*

The City recognized as revenues and expenditures-on-behalf-of payments relating to pension contributions for its public safety employees that the State of Florida paid to the Police Officers and Firefighters retirement plans in the amounts of $182,386 and $105,146, respectively. These contributions are funded by an excise tax upon certain casualty insurance companies on their gross receipts of premiums from policyholders.

Funding Policy – The City uses the Entry Age Normal Actuarial Cost Method ("EANACM") for the General Employees Retirement Plan, the Firefighters Retirement Plan and the Police Officers Retirement Plan to determine required contributions under its retirement systems because it provides for the systematic funding of the normal cost and any unfunded actuarial accrued liabilities. This is an acceptable method to the State of Florida. These liabilities are being funded over a 20-year period for the General Employees Retirement Plan, Police Officers Retirement Plan Firefighters Retirement Plan.

The State of Florida has established guidelines for state and local pension plan funding and requires submission to and approval of the local government's actuarial reports by a State Bureau, at least every third year. The City's pension plans, by policy, require the following:

a. Annual actuarial reports as of October 1 of each year to determine the next year's required contributions.

b. Employee contributions at 5% of compensation for the General Employees Retirement System, and 6.5% of compensation for the Police Officers Retirement Plan and the Firefighters Retirement Plan.

c. Employer contributions in accordance with the actuarially determined requirement using the EANACM for the General Employees Retirement Plan, the Firefighters Retirement Plan, and the Police Officers Retirement Plan.

Plan Description

General Employees' Pension Plan	Police Officers' Pension Plan	Firefighters' Pension Plan
Plan Administration The Plan is administered by a Board of Trustees comprised of: a) Two Council appointees (City residents), and b) Three Plan Members elected by the Membership.	*Plan Administration* The Plan is administered by a Board of Trustees comprised of: a) Two City Council appointees, b) Two Members of the System elected by a majority of the other covered Police Officers, and c) A fifth Member elected by the other 4 and appointed by Council.	*Plan Administration* The Plan is administered by a Board of Trustees comprised of: a) Two City Council appointees, b) Two Members of the System elected by a majority of the other covered Firefighters, and c) A fifth Member elected by the other 4 and appointed by Council.

E. Retirement Commitments – Defined Benefit Plans *(Continued)*

Plan membership as of October 1, 2018	General Employees' Pension Plan	Police Officers' Pension Plan	Firefighters' Pension Plan
Inactive Plan Members or Beneficiaries Currently Receiving Benefits	48	51	45
Inactive Plan Members Entitled to but Not Yet Receiving Benefits	-	12	6
Active Plan Members	1	59	36
Total Plan Members	49	122	87

Benefits Provided
All three plans provide retirement, termination, disability and death benefits.

General Employees' Pension Plan:

Normal Retirement:
Date: Age 50 and 25 years of Credited Service, or age 57 (age 57 and 10 years of service if hired after 3/31/94).
Benefit: 3% of Average Final Compensation times Credited Service.

Early Retirement:
Date: Age 55 and 10 years of Credited Service.

Benefit: Accrued benefit, reduced 1/15th for each of the first 5 years and 1/30th for each of the next 5 years prior to Normal Retirement.

Cost of Living Increases for Retirees:
3% per year beginning at age 65.

Vesting:
Less Than 10 Years: Refund of Member Contributions, with interest.
10 or More Years: Accrued pension payable at Normal Retirement, or refund of Member Contributions, with interest.

Disability:
Eligibility: Total and permanent; unable to perform any regular and continuous duties as a General Employee (as determined by the Board).
Benefit: Service Incurred 50% of average pay for the 12 months preceding disability.
Non-Service Incurred: 25% of average pay for the 12 months preceding disability.
Benefit Offsets: If Plan benefit plus Social Security and/or Workers' Compensation exceeds 100% of pay, Plan benefit is reduced so total is 100% of pay.

Pre-Retirement Death Benefits:
Vested or Eligible to Retire: Beneficiary receives accrued benefit for 10 years at the otherwise Normal (unreduced) or Early (reduced) Retirement Date, or refund of Member Contributions, with interest.
Not Vested or Eligible to Retire: Refund of Member Contributions, with interest.

E. Retirement Commitments – Defined Benefit Plans *(Continued)*

Police Officers' Pension Plan:

Normal Retirement:
Date: Earlier of: 1) Age 50 and 10 years of Credited Service, or 2) 25 years of Credited Service, regardless of age.
Benefit: 3% of Average Monthly Earnings ("AME") times Years of Credited Service.

Vesting (Termination of Employment):
Less than 10 Years: Refund of Member Contributions, with interest.
10 Years or More: Accrued pension payable at age 50, or Refund of Member Contributions with interest.

Cost of Living Adjustment:
Up to 3% per year beginning at age 65.

Disability:
Eligibility: Total and permanent; not able to perform useful and efficient service as a police officer. Board can require periodic re-examination. 10 years of service required for Non-Service Incurred benefits.

Benefit: Service Connected: Greater of 1) Accrued benefit, 2) 42% of Average Monthly Earnings, or 3) 50% of regular base pay on date of disability.

Non-Service Connected: Accrued benefit.
Benefit Offsets: If the 50% or 25% of pay benefit plus all Primary and Family Social Security benefits and/or all regular or periodic payments under Workers' Compensation exceeds 100% of regular base pay on the date of disability, the Plan benefit will be reduced so that the sum of all such payments equal 100% of pay. (In no event will offset reduce benefits below 42% of AME for service connected, or 25% of AME for Non-Service Connected disability.)

Pre-Retirement Death Benefits:
Vested or Eligible to Retire: Accrued benefits payable to beneficiary for 10 years, or in accordance with available options.
If Not Vested or Eligible for Early or Normal Retirement: Refund of contributions plus 4.5% interest.

E. Retirement Commitments – Defined Benefit Plans *(Continued)*

Firefighters' Pension Plan:

Normal Retirement:
Date: Earlier of age 55 with 10 years of service or the completion of 25 years of Credited Service. Members with at least 10 years of Credited Service on October 27, 2015, as well as Members who were within 7 years of Normal Retirement eligibility on that date retain the Normal Retirement date previously in effect: Earlier of age 52 and 10 years of Credited Service or the completion of 25 years of Credited Service.
Benefit: 3% of AME times Years of Credited Service.

Early Retirement:
Date: Age 50 and 10 years of Credited Service.
Benefit: Accrued benefit, reduced 3% per year.

Delayed Retirement:
Allowable beyond age 70, with consent of the Board. Benefit continued to accrue.

Cost of Living Adjustment for Retirees:
Up to 3% per year beginning at age 65.

Vesting (Termination of Employment):
Less than 10 years of Service: Refund of Member Contributions, with interest.
10 years or more: Accrued pension payable at Normal Retirement, or, on a reduced basis at Early Retirement, or refund of contributions with interest.

Disability:
Eligibility: Total and permanent; not able to perform any useful duties or service for Fire Department. Board can require periodic re-examination.

Waiting Period Service Connected: At expiration of sick pay and accrued vacation pay.
Waiting Period Non-Service Connected: 6 months from date of disability.

Benefit Amount Service Connected: Accrued benefit (at the 3% benefit rate) with a minimum of 42% of AME.
Benefit Amount Non-Service Connected: 25% of pay on date of disability.

Pre-Retirement Death Benefits:
Vested: Accrued Benefit (determined using a 2.0% Benefit Multiplier Rate) payable to Beneficiary for 120 months at the Normal Retirement Date (unreduced), Early Retirement Date (reduced as for Early Retirement), or immediately (actuarially reduced for commencement prior to the Early Retirement Date).
Non-Vested: Refund of contributions plus 4.5% interest.

E. Retirement Commitments – Defined Benefit Plans *(Continued)*

Investment Policy:

The following was the Board's adopted asset allocation policy as of September 30, 2019:

	Target Allocation		
Asset Class	General Employees' Pension Plan	Police Officers' Pension Plan	Firefighters' Pension Plan
Domestic Equity	45%	35%	-
International Equity	15%	15%	10%
Broad Market Fixed Income	10%	-	-
Global Fixed Income	5%	-	-
Real Estate	15%	-	15%
Bonds	-	25%	-
Convertibles	-	10%	-
REITS	-	10%	-
MLPs	-	-	-
Large Cap Equity	-	-	40%
Smid Cap Equity	-	-	20%
Fixed Income	-	-	15%
Alternative	10%	-	-
Infrastructure	-	5%	-
Total	100%	100%	100%

Concentrations:

The Plan did not hold investments in any one organization that represents 5 percent or more of the Pension Plans' fiduciary net position.

Rate of Return:

For the year ended September 30, 2019, the annual money-weighted rate of return on General Employees', Police Officers' and Firefighters' Pension Plan investments, net of pension plan investment expense, was 2.59%, 4.93% and 2.36%, respectively.

The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

E. Retirement Commitments – Defined Benefit Plans *(Continued)*

Deferred Retirement Option Program:

	General Employees' Pension Plan	Police Officers' Pension Plan	Firefighters' Pension Plan
Eligibility	Satisfaction of Normal Retirement requirements.	Satisfaction of Normal Retirement requirements.	Satisfaction of Normal Retirement requirements.
Participation	Not to exceed 60 months.	Not to exceed 60 months.	Not to exceed 60 months.
Rate of Return	Actual net rate of investment return (total return net of brokerage commissions, transaction costs, and management fees) based on Actuarial Value of plan assets.	Actual net investment rate or fixed interest, at member's election.	DROP Entry prior to April 1, 2012:At Participant's election (may change semi-annually), either: a)Actual net rate of investment return (total return net of brokerage commissions, management fees, and transaction costs), credited each fiscal year quarter, or b) 7.99% fixed. DROP Entry after March 31, 2012: At Participant's election (may change semi-annually), either: a)Actual net rate of investment return (total return net of brokerage commissions, management fees, and transaction costs), credited each fiscal year quarter, or b) Net rate of investment return, not less than 4%, not greater than 6.5%.

Net Pension Liability of the City:

The components of the net pension liability of the City on September 30, 2019 were as follows:

	General Employees' Pension Plan	Police Officers' Pension Plan	Firefighters' Pension Plan
Total Pension Liability	$ 16,638,723	$ 34,567,360	$ 29,540,519
Plan Fiduciary Net Position	(13,957,588)	(31,345,463)	(20,497,106)
City's Net Pension Liability	$ 2,681,135	$ 3,221,897	$ 9,043,413

E. Retirement Commitments – Defined Benefit Plans *(Continued)*

Actuarial Assumptions:

The total pension liability was determined by an actuarial valuation as of October 1, 2018 updated to September 30, 2019 using the following actuarial assumptions applied to all measurement periods.

	General Employees' Pension Plan	Police Officers' Pension Plan	Firefighters' Pension Plan
Inflation	2.50%	2.70%	3.00%
Salary Increases	6.50%	service based	service based
Discount Rate	6.80%	7.50%	7.60%
Investment Rate of Return	6.80%	7.50%	7.60%

General Employees' Pension Plan	Police Officers' Pension Plan	Firefighters' Pension Plan
Mortality Rate Healthy Lives: RP2000 Generational with Scale BB, with collar and annuitant adjustments as follows: Males – 50% Annuitant White Collar, 50% Annuitant Blue Collar; Females – 100% Annuitant White Collar. Mortality Rate Disabled Lives: Mortality Table - RP2000 without projection, with the following adjustments: Males – 100% Disabled Male with four year setback; Females – 100% Disabled Female with two year set forward.	Mortality Rate Healthy Lives: Female: RP2000 Generational, 100% Annuitant White Collar, Scale BB; Male: RP2000 Generational, 10% Annuitant White Collar /90% Annuitant Blue Collar, Scale BB. Mortality Rate Disabled Lives: Female: 60% RP2000 Disabled Female set forward two years / 40% Annuitant White Collar with no setback, no projection scale. Male: 60% RP2000 Disabled Male setback four years / 40% Annuitant White Collar with no setback, no projection scale.	Mortality Rate Healthy Lives: Female: RP2000 Generational, 100% Annuitant White Collar, Scale BB. Male: RP2000 Generational, 10% Annuitant White Collar /90% Annuitant Blue Collar, Scale BB. Mortality Rate Disabled Lives: Female: 60% RP2000 Disabled Female set forward two years / 40% Annuitant White Collar with no setback, no projection scale. Male: 60% RP2000 Disabled Male setback four years / 40% Annuitant White Collar with no setback, no projection scale.
The date of the most recent experience study for which significant assumptions are based upon is not available.	The most recent actuarial experience study used to review the other significant assumptions was dated August 17, 2018.	The most recent actuarial experience study used to review the other significant assumptions was dated August 15, 2018.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class.

E. Retirement Commitments – Defined Benefit Plans *(Continued)*

Actuarial Assumptions: *(Continued)*

These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of geometric real rates of return for each major asset class included in the pension plan's target asset allocation as of September 30, 2019 are summarized in the following table:

	Long Term Expected Real Rate of Return		
Asset Class	General Employees' Pension Plan	Police Officers' Pension Plan	Firefighters' Pension Plan
Domestic Equity	7.50%	7.30%	-
International Equity	8.50%	2.70%	3.45%
Broad Market Fixed Income	2.50%	-	-
Global Fixed Income	3.50%	-	-
Real Estate	4.50%	-	6.81%
Bonds	-	3.60%	-
Convertibles	-	6.30%	-
REITS	-	4.90%	-
Infrastructure	-	8.10%	-
Large Cap Equity	-	-	5.71%
Smid Cap Equity	-	-	8.15%
Fixed Income	-	-	2.69%
Alternative	6.00%	-	-

Discount Rate:

The discount rate used to measure the total pension liability for the General Employees, Police Officers and Firefighters Pension Plan investments was 6.80%, 7.50% and 7.60%, respectively.

The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and that sponsor contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the pension plans' fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

NOTE 3 - OTHER INFORMATION *(Continued)*

E. Retirement Commitments – Defined Benefit Plans *(Continued)*

Change in Net Pension Liability:

General Employees' Pension Plan	Increase (Decrease) Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)
Balances at September 30, 2018	$ 17,100,204	$ 14,587,473	$ 2,512,731
Changes for a Year:			
Service Cost	8,673	-	8,673
Interest	1,146,191	-	1,146,191
Differences between Expected and Actual Experience	(449,972)	-	(449,972)
Changes of Assumptions	303,069	-	303,069
Contributions - Employer	-	540,614	(540,614)
Contributions - Employee	-	3,631	(3,631)
Net Investment Income	-	364,341	(364,341)
Benefit Payments, including Refunds of Employees Contributions	(1,469,442)	(1,469,442)	-
Administrative Expense	-	(69,029)	69,029
Net Changes	(461,481)	(629,885)	168,404
Balances at September 30, 2019	$ 16,638,723	$ 13,957,588	$ 2,681,135

Police Officers' Pension Plan	Increase (Decrease) Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)
Balances at September 30, 2018	$ 32,448,317	$ 30,379,434	$ 2,068,883
Changes for a Year:			
Service Cost	622,141	-	622,141
Interest	2,416,957	-	2,416,957
Differences between Expected and Actual Experience	768,679	-	768,679
Changes of assumptions	-	-	-
Changes of benefit terms	-	-	-
Contributions - Employer	-	867,341	(867,341)
Contributions - State	-	182,386	(182,386)
Contributions - Employee	-	212,363	(212,363)
Net Investment Income	-	1,488,348	(1,488,348)
Benefit Payments, including Refunds of Employees Contributions	(1,688,734)	(1,688,734)	-
Administrative Expense	-	(95,675)	95,675
Net Changes	2,119,043	966,029	1,153,014
Balances at September 30, 2019	$ 34,567,360	$ 31,345,463	$ 3,221,897

NOTE 3 - OTHER INFORMATION *(Continued)*

E. Retirement Commitments – Defined Benefit Plans *(Continued)*

Change in Net Pension Liability: (Continued)

Firefighters' Pension Plan	Increase (Decrease) Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)
Balances at September 30, 2018	$ 28,085,627	$ 20,295,657	$ 7,789,970
Changes for a Year:			
Service Cost	485,600	-	485,600
Interest	2,188,638	-	2,188,638
Differences between Expected and Actual Experience	(415,884)	-	(415,884)
Changes of assumptions	949,138	-	949,138
Changes of benefit terms	18,691	-	18,691
Contributions - Employer	-	1,351,865	(1,351,865)
Contributions - State	-	105,146	(105,146)
Contributions - Employee	-	143,125	(143,125)
Net Investment Income	-	472,802	(472,802)
Benefit Payments, including Refunds of Employees Contributions	(1,771,291)	(1,771,291)	-
Administrative Expense	-	(100,198)	100,198
Net Changes	1,454,892	201,449	1,253,443
Balances at September 30, 2019	$ 29,540,519	$ 20,497,106	$ 9,043,413

Sensitivity of the Net Pension Liability to Changes in the Discount Rate.

The following presents the net pension liability of the City, calculated using the discount rate, as well as what the City's net pension liability (asset) would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current rate:

Sponsor's Net Pension Liability	1% Decrease 5.80%	Discount Rate 6.80%	1% Increase 7.80%
General Employees' Pension Plan	$ 4,371,012	$ 2,681,135	$ 1,261,438

Sponsor's Net Pension Liability	1% Decrease 6.50%	Current Discount Rate 7.50%	1% Increase 8.50%
Police Officers' Pension Plan	$ 7,830,763	$ 3,221,897	$ (534,002)

Sponsor's Net Pension Liability	1% Decrease 6.60%	Current Discount Rate 7.60%	1% Increase 8.60%
Firefighters' Pension Plan	$ 12,654,325	$ 9,043,413	$ 6,076,555

E. Retirement Commitments – Defined Benefit Plans *(Continued)*

Pension Plan Fiduciary Net Position

Detailed information about the pension Plan's Fiduciary Net Position is available in a separately issued Plan financial report.

For the year ended September 30, 2019, the pension expense recognized on the General Employees', Police Officers' and Firefighters' Pension Plans, was $103,105, $1,745,392 and $1,917,597, respectively.

On September 30, 2019, the City reported deferred outflows of resources and deferred inflow of resources related to pensions from the following sources:

General Employees' Pension Plan	Deferred Outflows of Resources	Deferred Inflows of Resources
Net difference between projected and actual earnings on pension plan investments	$ -	$ 166,377
Total General Employees' Pension Plan	-	166,377
Police Officers' Pension Plan		
Differences between expected and actual experience	653,392	337,512
Change of assumptions	512,406	-
Net difference between projected and actual earnings on pension plan investments	629,304	-
Total Police Officers' Pension Plan	1,795,102	337,512
Firefighters' Pension Plan		
Differences between expected and actual experience	784,468	346,570
Change of assumptions	1,015,476	86,516
Net difference between projected and actual earnings on pension plan investments	272,111	-
Total Firefighters' Pension Plan	2,072,055	433,086
Total deferred outflows and deferred inflows of resources related to pensions	$ 3,867,157	$ 936,975

Amounts reported as deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending September 30,	General Employees' Pension Plan	Police Officers' Pension Plan	Firefighters' Pension Plan
2020	$ (159,996)	$ 336,859	$ 596,102
2021	(137,578)	355,229	296,787
2022	6,800	457,661	273,191
2023	124,397	307,841	384,013
2024	-	-	88,876
Total	$ (166,377)	$ 1,457,590	$ 1,638,969

F. Defined Contribution Plans

Defined Contribution 401(a) Retirement Plan

During July 1996, the City made available to all permanent, full-time personnel who were not certified firefighters or sworn police officers an opportunity to participate in a Defined Contribution 401(a) Retirement Plan. This Plan was established under the authority of, and governed by, the United States Internal Revenue Code, as amended; Part VII, Chapter 112, Florida Statutes; and ordinances as adopted by the City. The Plan is administered by the City through the Human Resources Department, with SunTrust Investments ("STI") serving as the investment manager and trustee. The effective date of the City of Cocoa, Florida Defined Contribution Plan is July 1, 1996. Participation in the Plan was mandatory. Any individual who was a permanent, full-time employee of the City on or after July 1, 1996 but prior to March 1, 2009 (other than certified firefighters and sworn police officers) became a participant of the Plan on the date of their employment. Effective March 1, 2009, when the city began participation in FRS, the Plan was closed to new participants.

The Plan requires the employer to contribute an amount equal to 12% of each participant's compensation. Pursuant to the provisions of the Defined Contribution Plan, any amounts forfeited by employees as a result of termination prior to vesting shall be used to reduce contributions of the employer. During 2019, the Plan had no forfeitures. Employer contributions for 2019 totaled $52,115. At September 30, 2019, the remaining forfeiture balance from previous years was $-0-. The employee contributes 5% of their compensation. Employee contributions for 2019 totaled $21,715. Employees may also make voluntary contributions to the Plan. Total voluntary contributions made by the employees in the amount of $2,012 are not matched by the employer.

401(a) Money Purchase Plan and Trust

In February 2013, the City established a 401(a) Money Purchase Plan and Trust with ICMA Retirement Corporation exclusively for the City Manager, in accordance with an employment agreement with the City Manager. During the year ended September 30, 2019, employer contributions were $21,731 and employee contributions were $15,419.

NOTE 3 - OTHER INFORMATION *(Continued)*

G. Employee Retirement Plans – Combining Fund Information

The pension trust funds' fiduciary net position activity as of September 30, 2019 was as follows:

	General Employees' Pension Plan	Police Officers' Pension Plan	Firefighters' Pension Plan	Defined Contribution Plans	Total
ASSETS					
Cash and cash equivalents	$ 205,928	$ 706,486	$ 943,846	$ -	$ 1,856,260
Investments at fair value:					
Equity funds	9,625,805	16,712,286	3,332,690	1,254,303	30,925,084
Blended mutual funds	-	-	-	765,399	765,399
Fixed income funds	669,073	7,801,015	-	345,292	8,815,380
Mortgage-backed securities	498,284	-	1,016,069	-	1,514,353
Corporate stock	-	827,712	9,856,116	-	10,683,828
Corporate bonds	698,923	2,232,388	1,575,860	-	4,507,171
Foreign equity funds	-	-	-	100,629	100,629
Government securities	191,097	-	790,644	-	981,741
US real estate investment fund	2,059,932	1,517,063	2,985,814	-	6,562,809
Accounts receivable	-	1,555,510	53	-	1,555,563
Interest receivable	8,545	26,977	28,699	-	64,221
Total assets	13,957,587	31,379,437	20,529,791	2,465,623	68,332,438
LIABILITIES					
Accounts payable	-	33,972	32,685	-	66,657
Deferred contributions	17,982	-	-	-	17,982
Total liabilities	17,982	33,972	32,685	-	84,639
NET POSITION					
Held in trust for pension benefits	$ 13,939,605	$ 31,345,465	$ 20,497,106	$ 2,465,623	$ 68,247,799

The pension trust funds' change in fiduciary net position activity as of September 30, 2019 was as follows:

	General Employees' Pension Plan	Police Officers' Pension Plan	Firefighters' Pension Plan	Defined Contribution Plans	Total
ADDITIONS					
Contributions:					
Employer contributions	$ 522,632	$ 867,341	$ 1,351,864	$ 73,846	$ 2,815,683
Employee contributions	3,631	212,362	143,125	37,135	396,253
Employee voluntary contributions	-	-	-	2,013	2,013
State contributions	-	182,386	105,146	-	287,532
Total contributions	526,263	1,262,089	1,600,135	112,994	3,501,481
Investment earnings:					
Net increase (decrease) in the fair value of investments	(152,017)	665,583	217,289	(25,305)	705,550
Interest and dividends	549,467	963,445	394,088	87,869	1,994,869
Total investment earnings	397,450	1,629,028	611,377	62,564	2,700,419
Less investment expense	(33,108)	(140,682)	(138,572)	(3,125)	(315,487)
Net investment earnings	364,342	1,488,346	472,805	59,439	2,384,932
Total additions	890,605	2,750,435	2,072,940	172,433	5,886,413
DEDUCTIONS					
Benefit payments	1,469,442	1,688,734	1,771,291	909,213	5,838,680
Administrative expenses	69,029	95,498	100,198	-	264,725
Total deductions	1,538,471	1,784,232	1,871,489	909,213	6,103,405
Change in net position	(647,866)	966,203	201,451	(736,780)	(216,992)
Net position, beginning of year	14,587,471	30,379,262	20,295,655	3,202,403	68,464,791
Net position, end of year	$ 13,939,605	$ 31,345,465	$ 20,497,106	$ 2,465,623	$ 68,247,799

H. Other Postemployment Benefits

The City follows Governmental Accounting Standards Board Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* ("OPEB"), for certain postemployment healthcare benefits provided by the City.

Plan Description and Benefits Provided. The City administers a single-employer defined benefit healthcare plan (the "Plan") that provides medical insurance to its employees and their eligible dependents. Pursuant to Section 112.0801, Florida Statutes, the City is required to provide eligible retirees (as defined in the City's pension plans) the opportunity to participate in this Plan at the same cost that is applicable to active employees.

Employees and their dependents may elect to remain in the Plan upon retirement up to age 65. After age 65, the City's insurance coverage becomes secondary to the retirees' Medicare insurance. The Plan has 135 retirees and spouses receiving benefits and has a total of 387 active participants and dependents.

Benefit provisions for the Plan were established by the City Council by Resolution on June 27, 1995 (amended as of July 22, 2008) and may only be amended by the City Council. The City has not established a trust or agency fund for the Plan. The City does not issue standalone financial statements for this Plan. All financial information related to the Plan is accounted for in the City's basic financial statements.

Funding Policy. The City is funding the Plan on a pay-as-you-go basis. The City pays insurance premiums for medical, dental and vision incurred by pre-Medicare retirees at rates of 100% for retirees hired prior to January 14, 1992 and 50% for retirees hired after January 14, 1992. Regardless of their date of hire, Department Directors and the Assistant City Manager receive 100% of the premium for life. These members are generally eligible for this benefit after ten years of employment with the City and having reached the age of 55. In all cases, retirees may purchase coverage for dependents at their expense. In addition to the explicit subsidies described above, there is an implied subsidy in the insurance premiums for all employees because the premium charged for retirees is the same as the premium charged for active employees, who are younger than retirees on average.

For the year ended September 30, 2019, the City's contribution was $1,281,410, which included both an estimate of the implied subsidy described above, and the explicit subsidy paid on behalf of eligible retirees. Contributions by the City for Plan members not eligible for an explicit subsidy totaled $-0- for retirees and approximately $248,222 for spouses for the year ended September 30, 2019.

Total OPEB Liability. The City's total OPEB liability of $33,213,469 was measured as of September 30, 2018 and was determined by an actuarial valuation as of September 30, 2018.

H. Other Postemployment Benefits *(Continued)*

Actuarial Methods and Assumptions. Projections of benefits for financial reporting purposes are based on the substantive plan (the Plan as understood by the employer and the Plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and Plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

Actuarial valuations for an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Actuarially determined amounts are subject to continuous revision as actual results are compared to past expectations and new estimates about the future are formulated. Although the valuation results are based on values that the City's actuarial consultant believes are reasonable assumptions, the valuation results reflect a long-term perspective and, as such, are merely an estimate of what future costs may actually be. Deviations in any of several factors, such as future interest rates, medical cost inflation, Medicare coverage, and changes in marital status, could result in actual costs being less or greater than estimated.

In the September 30, 2018 actuarial valuation, the entry age normal actuarial cost method was used. The actuarial assumptions used for the September 30, 2018 calculations included a 3.50% investment rate of return (including inflation of 2.50%) and an annual healthcare cost trend rate of 6.75% assumed for the year beginning October 1, 2019, reduced by decrements to an ultimate rate of 4.24% in 2040. The discount rate utilized was 3.83%. The actuarial methods and assumptions used are designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

Changes in Total OPEB Liability

Service Cost	$	950,505
Interest on the Total OPEB Liability		1,197,534
Changes of benefit terms		(12,150)
Difference between expected and actual experience of the Total OPEB Liability		788,341
Changes of assumptions and other inputs		(2,334,802)
Benefit payments		(1,281,410)
Net change in Total OPEB Liability		(691,982)
Total OPEB Liability – Beginning		33,905,451
Total OPEB Liability – Ending	$	33,213,469

Changes in assumptions reflect a change in the discount rate from 3.50% for the fiscal year ended September 30, 2017 to 3.83% for the fiscal year ended September 30, 2018.

NOTE 3 - OTHER INFORMATION *(Continued)*

H. Other Postemployment Benefits *(Continued)*

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

	Discount Rate		
	1% Decrease 2.83%	Current Discount Rate 3.83%	1% Increase 4.83%
Total OPEB liability	$ 37,844,833	$ 33,213,469	$ 29,389,846

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rates

	Healthcare Cost Trend Rate		
	1% Decrease 5.75%	Current Healthcare Cost Rate 6.75%	1% Increase 7.75%
Total OPEB liability	$ 29,139,833	$ 33,213,469	$ 38,843,311

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources

OPEB expense for the fiscal year ended September 30, 2019 was $1,664,603. On September 30, 2019, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes in assumptions	$ -	$ 3,364,065
Differences between expected and actual experience	680,349	
Transactions after measurement date	1,331,321	-
Totals	$ 2,011,670	$ 3,364,065

Deferred Outflows/Inflows of Resources Schedule for Future Years

The amount of $1,331,321 reported as deferred outflows of resources related to OPEB resulting from benefit payments made subsequent to the measurement date will be recognized as a decrease of the total OPEB liability in fiscal year 2020. Other amounts reported as deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ending September 30,	
2020	$ (471,286)
2021	(471,286)
2022	(471,286)
2023	(471,286)
2024	(471,286)
Thereafter	(327,286)
Totals	$ (2,683,716)

I. Litigation

The City was involved in a lawsuit filed by the Petitioner against the Florida Department of Environmental Protection and the City of Cocoa to obtain a 25-year sovereign submerged land lease related to a boardwalk and promenade constructed jointly by the City and the Petitioner. On November 8, 2005, the parties reached a settlement agreement whereby the Petitioner agreed to reimburse the City for its portion of construction costs in the amount of $607,837 to be paid in installments through 2009. In accordance with the settlement agreement, the City received $135,946 and $200,000 during 2007 and 2006, respectively. During 2008, the Petitioner suspended payments, as the note payable to the City is subordinate to other debt of the Petitioner. At such time as the priority debt is paid by the Petitioner, they will resume payments to the City. A receivable for the remaining amount due, $271,891, is recorded as of September 30, 2019 in the Cocoa Redevelopment Agency fund as a settlement receivable. The related revenue has been deferred in the governmental fund statements, as it is not collectible soon enough to pay liabilities of the current period.

Various other suits in the ordinary course of operations are pending against the City. While the ultimate effect of such litigation cannot be ascertained at this time, in the opinion of counsel for the City, the liabilities that may arise from such actions would not result in losses that would exceed the liability insurance limits in effect at the time the claim arose or otherwise materially affect the financial position of the City or results of operations.

J. Concentration – Collective Bargaining Unit

Substantially all of the City's non-management operations, maintenance and public safety employees are covered by collective bargaining agreements. The agreements with the employees covered by the Laborers' International Union of North America ("LIUNA"), the International Association of Firefighters (IAFF) and the Coastal Florida Police Benevolent Association (PBA) extend through September 30, 2021. The agreements covering police lieutenants (PBA) and fire district chiefs (Teamsters) expire September 30, 2020.

K. Future Accounting Pronouncements

The Governmental Accounting Standards Board has issued statements that will become effective in 2020. The statements address:

- Fiduciary Activities
- Majority Equity Interests

The City is currently evaluating the effects that these statements will have on its 2020 financial statements.

L. Subsequent Event

On December 31, 2019, the first cases of what would become the COVID-19 virus were reported in China. Since then the virus has spread across the globe and has been declared a global pandemic by the World Health Organization. The City continues to monitor the situation; however, the impact to the City, if any, cannot be determined at this time. Florida Governor Ron DeSantis issued Executive Order 91 –"Safer at Home"- declaring that only essential businesses are allowed to operate from April 1, 2020 to April 30, 2020.

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REQUIRED SUPPLEMENTARY INFORMATION OTHER THAN MANAGEMENT'S DISCUSSION AND ANALYSIS

City of Cocoa, Florida
Required Pension Supplementary Information - Schedule of Proportionate Share of Net Pension Liability - Florida Retirement System
Last Ten Fiscal Years*

Florida Retirement System (FRS)

	2019	2018	2017	2016	2015
City's proportion of the collective net pension liability	0.0351%	0.0339%	0.0329%	0.0290%	0.0309%
City's proportionate share of the collective net pension liability	$ 12,093,584	$ 10,208,790	$ 9,723,144	$ 7,318,096	$ 3,984,745
City's covered payroll	$ 15,476,496	$ 14,746,847	$ 12,997,287	$ 13,039,745	$ 10,982,455
City's proportionate share of the collective net pension liability as a percentage of its covered payroll	78.14%	69.23%	74.81%	56.12%	36.28%
Plan fiduciary net position as a percentage of the total pension liability	82.61%	84.26%	83.89%	84.88%	92.00%

Health Insurance Subsidy (HIS)

	2019	2018	2017	2016	2015
City's proportion of the collective net pension liability	0.0459%	0.0449%	0.0428%	0.0385%	0.0383%
City's proportionate share of the collective net pension liability	$ 5,144,901	$ 4,744,957	$ 4,579,133	$ 4,490,228	$ 3,908,990
City's covered payroll	$ 15,476,496	$ 14,746,847	$ 12,997,287	$ 13,039,745	$ 10,982,455
City's proportionate share of the collective net pension liability as a percentage of its covered payroll	33.24%	32.18%	35.23%	34.43%	35.59%
Plan fiduciary net position as a percentage of the total pension liability	2.63%	2.15%	1.64%	0.97%	0.50%

* GASB 68 requires information for 10 years. However, until a full 10-year trend is compiled, the City is presenting information only for the years for which information is available.

Note 1: The Plan's fiduciary net position as a percentage of the total pension liability is published in Note 3K of the Plan's Comprehensive Annual Financial Report.

Note 2: The amounts presented for each fiscal year were determined as of 6/30, the measurement date.

City of Cocoa, Florida
Required Pension Supplementary Information - Schedule of Contributions
Florida Retirement System
Last Ten Fiscal Years*

Florida Retirement System (FRS)

	2019	2018	2017	2016	2015
Contractually required contribution	$ 1,135,700	$ 981,272	$ 883,954	$ 823,709	$ 824,677
Contributions in relation to the contractually required contribution	(1,135,700)	(981,272)	(883,954)	(823,709)	(824,677)
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -
City's covered payroll	$ 15,868,536	$ 14,757,014	$ 13,532,920	$ 12,170,167	$ 10,982,455
Contributions as a percentage of covered payroll	7.16%	6.65%	6.53%	6.77%	7.51%

Health Insurance Subsidy (HIS)

	2019	2018	2017	2016	2015
Contractually required contribution	$ 262,384	$ 242,596	$ 235,608	$ 216,473	$ 10,524
Contributions in relation to the contractually required contribution	(262,384)	(242,596)	(235,608)	(216,473)	(10,524)
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -
City's covered payroll	$ 15,868,356	$ 14,757,014	$ 13,532,920	$ 12,170,167	$ 10,982,455
Contributions as a percentage of covered payroll	1.65%	1.64%	1.74%	1.78%	0.10%

* GASB 68 requires information for 10 years. However, until a full 10-year trend is compiled, the City is presenting information only for the years for which information is available.

Note 1: Amounts are presented as of 9/30, the report date.

City of Cocoa, Florida
Required Other Pension Supplementary Information - Schedule of Changes in Net Pension Liability and Related Ratios
Last Ten Fiscal Years*

General Employees' Pension Plan

	2019	2018	2017	2016	2015	2014
Total Pension Liability						
Service Cost	$ 8,673	$ 16,218	$ 14,181	$ 29,795	$ 42,355	$ 47,142
Interest	1,146,191	1,180,886	1,249,866	1,188,448	1,212,220	1,212,422
Differences between Expected and Actual Experience	(449,972)	(353,443)	(810,338)	90,981	(148,809)	-
Changes of Assumptions	303,069	-	320,883	1,307,508	280,514	-
Benefit payments, including Refunds of Employee Contributions	(1,469,442)	(1,194,075)	(1,338,089)	(1,265,867)	(1,261,866)	(1,253,011)
Net Change in Total Pension Liability	(461,481)	(350,414)	(563,497)	1,350,865	124,414	6,553
Total Pension Liability - Beginning	17,100,204	17,450,618	18,014,115	16,663,250	16,538,836	16,532,283
Total Pension Liability - Ending (a)	16,638,723	17,100,204	17,450,618	18,014,115	16,663,250	16,538,836
Plan Fiduciary Net Position						
Contributions - Employer	540,614	585,825	622,133	651,442	711,229	789,489
Contributions - Employee	3,631	3,954	4,993	8,293	11,199	14,167
Net Investment Income	364,341	1,525,741	1,621,502	1,014,663	88,087	1,269,824
Benefit Payments, Including Refunds of Employee Contributions	(1,469,442)	(1,194,075)	(1,338,089)	(1,265,867)	(1,261,866)	(1,253,011)
Administrative Expense	(69,029)	(65,202)	(58,842)	(58,000)	(63,707)	(48,959)
Net Change in Plan Fiduciary Net Position	(629,885)	856,243	851,697	350,531	(515,058)	771,510
Plan Fiduciary Net Position - Beginning	14,587,473	13,731,230	12,879,533	12,529,002	13,044,060	12,272,550
Plan Fiduciary Net Position - Ending (b)	13,957,588	14,587,473	13,731,230	12,879,533	12,529,002	13,044,060
Net Pension Liability - Ending (a) - (b)	$ 2,681,135	$ 2,512,731	$ 3,719,388	$ 5,134,582	$ 4,134,248	$ 3,494,776
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	83.89%	85.31%	78.69%	71.50%	75.19%	78.87%
Covered Payroll	$ 79,071	$ 79,071	$ 99,870	$ 165,865	$ 360,114	$ 282,176
Net Pension Liability as a Percentage of Covered Payroll	3390.79%	3177.82%	3724.23%	3095.64%	1148.04%	1238.51%

* The amounts presented for each fiscal year were determined as of September 30. The City implemented GASB Statement No. 67 for the fiscal year ending September 30, 2014. As a result the City is presenting information only for the years for which the information is available

Notes to the schedules:
(1) The Covered Employee Payroll numbers shown are in compliance with GASB 82, except for the September 30, 2015 measurement period which includes DROP payroll.

City of Cocoa, Florida
Required Other Pension Supplementary Information - Schedule of Changes in Net Pension Liability and Related Ratios *(Continued)*
Last Ten Fiscal Years*

Police Officers' Pension Plan

	2019	2018	2017	2016	2015	2014
Total Pension Liability						
Service Cost	$ 622,141	$ 674,529	$ 635,256	$ 618,297	$ 618,844	$ 674,987
Interest	2,416,957	2,446,824	2,321,762	2,201,265	2,131,633	2,089,717
Changes of Benefit Terms	-	308,630	-	-	(997,832)	-
Differences between Expected and Actual Experience	768,679	(562,521)	153,793	(374,962)	(513,866)	-
Changes of Assumptions	-	854,009	-	1,036,841	-	-
Contributions - Buy Back	-	-	-	10,045	6,362	-
Benefit Payments, Including Refund of Employee Contributions	(1,688,734)	(1,750,601)	(2,040,254)	(1,964,221)	(1,414,928)	(958,641)
Net Change in Total Pension Liability	2,119,043	1,970,870	1,070,557	1,527,265	(169,787)	1,806,063
Total Pension Liability - Beginning	32,448,317	30,477,447	29,406,890	27,879,625	28,049,412	26,243,349
Total Pension Liability - Ending (a)	34,567,360	32,448,317	30,477,447	29,406,890	27,879,625	28,049,412
Plan Fiduciary Net Position						
Contributions - Employer	867,341	829,616	586,260	943,008	1,052,280	1,247,515
Contributions - State	182,386	171,608	154,134	146,531	135,036	137,207
Contributions - Employee	212,363	208,055	195,078	206,653	197,582	188,931
Contributions - Buy Back	-	-	-	10,045	6,362	-
Net Investment Income	1,488,348	1,849,653	2,676,958	2,337,754	(751,053)	2,455,052
Benefit Payments, Including Refunds of Employee Contributions	(1,688,734)	(1,750,601)	(2,040,254)	(1,964,221)	(1,414,928)	(958,641)
Administrative Expense	(95,675)	(80,644)	(65,640)	(68,661)	(70,689)	(64,627)
Net Change in Plan Fiduciary Net Position	966,029	1,227,687	1,506,536	1,611,109	(845,410)	3,005,437
Plan Fiduciary Net Position - Beginning	30,379,434	29,151,747	27,645,211	26,034,102	26,879,512	23,874,075
Plan Fiduciary Net Position - Ending (b)	31,345,463	30,379,434	29,151,747	27,645,211	26,034,102	26,879,512
Net Pension Liability - Ending (a) - (b)	$ 3,221,897	$ 2,068,883	$ 1,325,700	$ 1,761,679	$ 1,845,523	$ 1,169,900
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	90.68%	93.62%	95.65%	94.01%	93.38%	95.83%
Covered Payroll	$ 3,267,124	$ 3,200,845	$ 3,001,194	$ 3,179,278	$ 3,657,284	$ 2,906,638
Net Pension Liability as a Percentage of Covered Payroll	98.62%	64.64%	44.17%	55.41%	50.46%	40.25%

* The amounts presented for each fiscal year were determined as of September 30. The City implemented GASB Statement No. 67 for the fiscal year ending September 30, 2014. As a result the City is presenting information only for the years for which the information is available

Notes to the schedules:

(1) The Covered Employee Payroll numbers shown are in compliance with GASB 82, except for the September 30, 2015 measurement period which includes DROP payroll.

City of Cocoa, Florida
Required Other Pension Supplementary Information - Schedule of Changes in Net Pension Liability and Related Ratios *(Continued)*
Last Ten Fiscal Years*

Firefighters' Pension Plan

	2019	2018	2017	2016	2015	2014
Total Pension Liability						
Service Cost	$ 485,600	$ 517,114	$ 497,902	$ 437,785	$ 428,719	$ 433,714
Interest	2,188,638	2,105,795	1,964,536	1,793,566	1,712,414	1,731,706
Change in Excess State Money	-	-	-	-	-	34,809
Changes of Benefit Terms	18,691	-	-	-	(1,070,557)	-
Differences between Expected and Actual Experience	(415,884)	556,795	786,130	494,099	7,133	-
Changes of Assumptions	949,138	(129,772)	-	1,122,630	-	-
Benefit Payments, Including Refund of Employee Contributions	(1,771,291)	(1,539,253)	(1,464,836)	(2,077,311)	(1,309,918)	(1,352,119)
Net Change in Total Pension Liability	1,454,892	1,510,679	1,783,732	1,770,769	(232,209)	848,110
Total Pension Liability - Beginning	28,085,627	26,574,948	24,791,216	23,020,447	23,252,656	22,404,546
Total Pension Liability - Ending (a)	29,540,519	28,085,627	26,574,948	24,791,216	23,020,447	23,252,656
Plan Fiduciary Net Position						
Contributions - Employer	1,351,865	1,279,709	1,306,976	1,391,074	1,442,906	1,720,919
Contributions - State	105,146	109,866	130,749	115,233	128,299	129,468
Contributions - Employee	143,125	142,644	146,845	152,199	140,228	134,687
Net Investment Income	472,802	2,019,990	1,977,411	1,340,094	(79,330)	1,370,989
Benefit Payments, Including Refunds of Employee Contributions	(1,771,291)	(1,539,253)	(1,464,836)	(2,077,311)	(1,309,918)	(1,352,119)
Administrative Expense	(100,198)	(88,571)	(63,579)	(84,495)	(95,930)	(56,334)
Net Change in Plan Fiduciary Net Position	201,449	1,924,385	2,033,566	836,794	226,255	1,947,610
Plan Fiduciary Net Position - Beginning	20,295,657	18,371,272	16,337,706	15,500,912	15,274,657	13,327,047
Plan Fiduciary Net Position - Ending (b)	20,497,106	20,295,657	18,371,272	16,337,706	15,500,912	15,274,657
Net Pension Liability - Ending (a) - (b)	$ 9,043,413	$ 7,789,970	$ 8,203,676	$ 8,453,510	$ 7,519,535	$ 7,977,999
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	69.39%	72.26%	69.13%	65.90%	67.34%	65.69%
Covered Payroll	$ 2,201,921	$ 2,194,527	$ 2,259,154	$ 2,341,531	$ 2,257,178	$ 2,072,106
Net Pension Liability as a Percentage of Covered Payroll	410.71%	354.97%	363.13%	361.02%	333.14%	385.02%

* The amounts presented for each fiscal year were determined as of September 30. The City implemented GASB Statement No. 67 for the fiscal year ending September 30, 2014. As a result the City is presenting information only for the years for which the information is available

Notes to the schedules:

(1) The Covered Employee Payroll numbers shown are in compliance with GASB 82, except for the September 30, 2015 measurement period which includes DROP payroll.

City of Cocoa, Florida
Required Other Pension Supplementary Information - Schedule of Contributions
Last Ten Fiscal Years*

	2019	2018	2017	2016	2015	2014
General Employees' Pension Plan						
Actuarially Determined Contribution	$ 522,632	$ 585,687	$ 622,133	$ 651,442	$ 711,229	$ 789,489
Contributions in Relation to the Actuarially Determined Contributions	(540,614)	(585,825)	(622,133)	(651,442)	(711,229)	(789,489)
Contribution Deficiency (Excess)	$ (17,982)	$ (138)	$ -	$ -	$ -	$ -
Covered Payroll	$ 79,071	$ 79,071	$ 99,870	$ 165,865	$ 360,114	$ 282,176
Contributions as a Percentage of Covered Payroll	660.97%	740.71%	622.94%	392.75%	197.50%	279.79%
Police Officers' Pension Plan						
Actuarially Determined Contribution	$ 1,049,727	$ 1,001,224	$ 740,394	$ 1,089,539	$ 1,187,316	$ 1,384,722
Contributions in Relation to the Actuarially Determined Contributions	(1,049,727)	(1,001,224)	(740,394)	(1,089,539)	(1,187,316)	(1,384,722)
Contribution Deficiency (Excess)	$ -	$ -	$ -	$ -	$ -	$ -
Covered Employee Payroll	$ 3,267,124	$ 3,200,845	$ 3,001,194	$ 3,179,278	$ 3,657,284	$ 2,906,638
Contributions as a Percentage of Covered Payroll	32.13%	31.28%	24.67%	34.27%	32.46%	47.64%
Firefighters' Pension Plan						
Actuarially Determined Contribution	$ 1,457,011	$ 1,389,575	$ 1,437,725	$ 1,506,307	$ 1,571,205	$ 1,815,579
Contributions in Relation to the Actuarially Determined Contributions	(1,457,011)	(1,389,575)	(1,437,725)	(1,506,307)	(1,571,205)	(1,815,579)
Contribution Deficiency (Excess)	$ -	$ -	$ -	$ -	$ -	$ -
Covered Payroll	$ 2,201,921	$ 2,194,527	$ 2,259,157	$ 2,341,531	$ 2,257,178	$ 2,072,106
Contributions as a Percentage of Covered Payroll	66.17%	63.32%	63.64%	64.33%	69.61%	87.62%

* The amounts presented for each fiscal year were determined as of September 30. The City implemented GASB Statement No. 67 for the fiscal year ending September 30, 2014. As a result the City is presenting information only for the years for which the information is available

Notes to the schedules:
(2) The Covered Payroll numbers shown are in compliance with GASB 82, except for the September 30, 2015 measurement period which includes DROP payroll.

City of Cocoa, Florida
Required Other Pension Supplementary Information – Notes to Schedule

Notes to Schedule

Valuation Date: 10/01/2017

Actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

GENERAL EMPLOYEES' PENSION PLAN

Valuation Date:	10/01/2017
Mortality	*Healthy Lives* : Female: RP2000 Generational, 100% Annuitant White Collar, Scale BB. Male: RP2000 Generational, 50% Annuitant White Collar / 50% Annuitant Blue Collar, Scale BB *Disabled Lives* : Female: 100% RP2000 Disabled Female set forward two years. Male: 100% RP2000 Disabled Male setback four years.
Interest Rate	7.00% per year compounded annually, net of investment related expenses.
Retirement Age	Age 50 and 25 years of service or age 57. Any member who has reached Normal Retirement on the valuation date is assumed to continue employment for one additional year.
Early Retirement	Commencing at the earliest Early Retirement Age (55), members are assumed to retire with an immediate subsidized benefit at the rate of 2% per year.
Salary Increases	6.50% per year until the assumed retirement age. Projected salary at retirement is increased by 20% to account for non-regular compensation.
Payroll Growth	None.
Cost of Living Increase	3.0% per year beginning at age 65.
Funding Method	Entry Age Normal Actuarial Cost Method. The following funding loads are utilized for determination of the funding requirements: Interest - A half-year, based on the current 7.20% assumption. Salary - A full-year, based on the current 6.50% assumption.
Asset Valuation Method	Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric 4-year average Market Value returns, net of fees. It is possible that over time this technique will produce an insignificant bias above or below Market Value.

Termination and Disability Rate Table

Age	% Terminating During the Year	% Becoming Disabled During the Year
20	17.2%	0.051%
30	15.0%	0.058%
40	8.2%	0.121%
50	1.7%	0.429%

POLICE OFFICERS' PENSION PLAN

Valuation Date:	10/01/2017
Mortality	*Healthy Lives* : Female: RP2000 Generational, 100% Combined Healthy White Collar, Scale BB. Male: RP2000 Generational, 10% Combined Healthy White Collar / 90% Annuitant Blue Collar, Scale BB *Disabled Lives* : Female: 60% RP2000 Disabled Female set forward two years / 40% Annuitant White Collar with no setback, no projection scale. Male: 60% RP2000 Disabled Male setback four years / 40% Annuitant White Collar with no setback, no projection scale.
Interest Rate	8.0% per year compounded annually, net of investment related expenses.
Retirement Age	Earlier of age 50 with 10 years of Credited Service or 25 years of service, regardless of age. Also, any member who has reached Normal Retirement is assumed to continue employment for one additional year.
Salary Increases	6.50% per year until the assumed retirement age.
Payroll Growth	None.
Cost of Living Increase	3.0% per year beginning at age 65.
Funding Method	Entry Age Normal Actuarial Cost Method
Asset Smoothing Methodology	The Actuarial Value of Assets is brought forward utilizing the historical geometric 4-year average Market Value returns, net of fees. It is possible that over time this technique will produce an insignificant bias above or below Market Value.

Termination and Disability Rate Table

Age	% Terminating During the Year	% Becoming Disabled During the Year
20	9.3%	0.14%
30	7.9%	0.18%
40	4.3%	0.30%
50	1.1%	1.00%

FIRE FIGHTERS' PENSION PLAN

Valuation Date:	10/01/2017
Mortality	*Healthy Lives* : Female: RP2000 Generational, 100% Combined Healthy White Collar, Scale BB. Male: RP2000 Generational, 10% Combined Healthy White Collar / 90% Annuitant Blue Collar, Scale BB *Disabled Lives* : Female: 60% RP2000 Disabled Female set forward two years / 40% Annuitant White Collar with no setback, no projection scale. Male: 60% RP2000 Disabled Male setback four years / 40% Annuitant White Collar with no setback, no projection scale.
Interest Rate	8.0% per year compounded annually, net of investment related expenses.
Retirement Age	Earlier of age 55 (age 52 for Members unaffected by the change to normal retirement provisions described in Ordinance 14-2015) with 10 years of Credited Service or 25 years of service, regardless of age. Also, any member who has reached Normal Retirement is assumed to continue employment for one additional year.
Salary Increases	5.0% per year until the assumed retirement age.
Payroll Growth	None.
Cost of Living Increase	3.0% per year beginning at age 65.
Funding Method	Entry Age Normal Actuarial Cost Method
Asset Smoothing Methodology	The Actuarial Value of Assets is brought forward utilizing the historic geometric 4-year average Market Value returns, net of fees. It is possible that over time this technique will produce an insignificant bias above or below Market Value.

Termination and Disability Rate Table

Age	% Terminating During the Year	% Becoming Disabled During the Year
20	6.0%	0.14%
30	5.0%	0.18%
40	2.6%	0.30%
50	0.8%	1.00%

City of Cocoa, Florida
Required Other Pension Supplementary Information - Schedule of Investment Returns
Last Ten Fiscal Years*

	2019	2018	2017	2016	2015	2014
Annual Money-Weighted Rate of Return Net of Investment Expense						
General Employees' Pension Plan	2.59%	11.42%	13.04%	8.39%	0.69%	10.60%
Police Officers' Pension Plan	4.93%	6.41%	9.83%	9.11%	-2.80%	10.27%
Firefighters' Pension Plan	2.36%	11.12%	12.23%	9.03%	-0.19%	10.29%

* The amounts presented for each fiscal year were determined as of September 30. The City implemented GASB Statement No. 67 for the fiscal year ending September 30, 2014. As a result the City is presenting information only for the years for which the information is available

City of Cocoa, Florida
Schedule of Changes in the City's Total OPEB Liability and Related Ratios
Last Ten Fiscal Years*

	2019	2018
Total OPEB Liability		
Service Cost	$ 950,505	$ 1,007,663
Interest on the Total OPEB Liability	1,197,534	1,092,025
Changes in benefit terms	(12,150)	-
Difference between expected and actual experience of the Total OPEB Liability	788,341	-
Changes of assumptions and other inputs	(2,334,802)	(1,867,983)
Benefit payments	(1,281,410)	(1,090,399)
Net Change in Total OPEB Liability	(691,982)	(858,694)
Total OPEB Liability (Beginning)	33,905,451	34,764,145
Total OPEB Liability (Ending)	$ 33,213,469	$ 33,905,451
Covered Employee Payroll at Measurement Period	$ 21,560,496	$ 21,096,736
Total OPEB Liability as a Percentage of Covered Employee Payroll	154.05%	160.71%

* GASB Statement No. 75 was implemented during the 2017-2018 fiscal year. Therefore, data for a full 10-year presentation was not available. Additional years' information will be displayed as it becomes available.

The discount rate was changed from 3.50% as of the beginning of the measurement period to 3.83% as of September 30, 2018.

City of Cocoa, Florida
Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - General Fund
Year Ended September 30, 2019

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues:				
Taxes	$ 7,629,129	$ 7,629,129	$ 8,258,422	$ 629,293
Licenses and permits	3,342,581	3,342,581	3,674,524	331,943
Intergovernmental	2,924,473	3,058,323	2,902,052	(156,271)
Charges for services	11,694,432	11,694,432	11,637,669	(56,763)
Fines and forfeitures	26,000	26,000	24,529	(1,471)
Miscellaneous (including investment earnings)	660,054	660,054	1,691,787	1,031,733
Total revenues	26,276,669	26,410,519	28,188,983	1,778,464
Expenditures:				
Category:				
City Council:				
Personal services	99,926	99,926	98,019	1,907
Operating expenditures	50,709	50,709	38,309	12,400
	150,635	150,635	136,328	14,307
City manager:				
Personal services	603,367	644,894	644,894	-
Operating expenditures	70,790	65,413	58,945	6,468
	674,157	710,307	703,839	6,468
Information technology:				
Personal services	714,722	714,722	692,642	22,080
Operating expenditures	1,224,047	1,245,106	1,132,406	112,700
Capital outlay	107,059	86,000	125,672	(39,672)
	2,045,828	2,045,828	1,950,720	95,108
General accounting:				
Personal services	947,358	946,538	885,386	61,152
Operating expenditures	21,025	24,525	16,194	8,331
Capital outlay	3,500	-	-	-
	971,883	971,063	901,580	69,483
Purchasing:				
Personal services	241,589	242,409	238,854	3,555
Operating expenditures	5,474	5,474	734	4,740
	247,063	247,883	239,588	8,295
Utility accounting:				
Personal services	1,142,743	1,171,876	1,130,356	41,520
Operating expenditures	711,519	743,775	646,894	96,881
	1,854,262	1,915,651	1,777,250	138,401
General operations:				
Personal services	1,111,325	1,111,025	1,007,121	103,904
Operating expenditures	1,992,338	1,806,807	1,465,519	341,288
Aid to government agencies	1,096,657	1,146,659	1,050,986	95,673
	4,200,320	4,064,491	3,523,626	540,865
Emergency disaster:				
Personal services	-	128,930	128,924	6
Operating expenditures	45,820	48,220	22,252	25,968
Capital outlay	-	35,074	35,074	-
	45,820	212,224	186,250	25,974
Human resources:				
Personal services	516,821	516,185	516,185	-
Operating expenditures	18,696	20,778	20,176	602
	535,517	536,963	536,361	602
City clerk:				
Personal services	203,714	231,025	212,977	18,048
Operating expenditures	32,105	31,705	19,799	11,906
	235,819	262,730	232,776	29,954

The accompanying note to required supplementary information is an integral part of this schedule.

City of Cocoa, Florida
Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual - General Fund *(Continued)*
Year Ended September 30, 2019

	Original Budget	Final Budget	Actual	Variance with Final Budget
Expenditures:				
Category:				
Police administration:				
Personal services	$ 7,126,495	$ 7,126,495	$ 6,563,644	$ 562,851
Operating expenditures	1,059,481	1,150,041	934,178	215,863
Capital outlay	326,656	236,096	226,526	9,570
	8,512,632	8,512,632	7,724,348	788,284
Police communications:				
Personal services	1,154,494	1,154,494	1,146,471	8,023
Operating expenditures	103,896	103,896	82,627	21,269
	1,258,390	1,258,390	1,229,098	29,292
Police code enforcement:				
Personal services	329,704	329,704	309,895	19,809
Operating expenditures	50,140	50,140	42,259	7,881
	379,844	379,844	352,154	27,690
Fire department administration:				
Personal services	556,384	556,384	547,932	8,452
Operating expenditures	27,259	64,503	55,491	9,012
Capital outlay	100,163	100,163	89,152	11,011
	683,806	721,050	692,575	28,475
Fire department operations:				
Personal services	4,781,639	4,869,751	4,796,574	73,177
Operating expenditures	605,033	622,933	603,049	19,884
Capital outlay	193,637	265,663	263,063	2,600
	5,580,309	5,758,347	5,662,686	95,661
Community services administration:				
Personal services	741,637	712,637	663,711	48,926
Operating expenditures	103,841	289,979	235,803	54,176
Capital outlay	25,726	23,676	20,361	3,315
	871,204	1,026,292	919,875	106,417
Economic development:				
Personal services	300,242	292,892	195,696	97,196
Operating expenditures	133,145	158,607	50,377	108,230
Aid to government agencies	-	2,006,000	2,006,000	-
	433,387	2,457,499	2,252,073	205,426
Leisure services:				
Personal services	321,109	328,049	308,171	19,878
Operating expenditures	54,664	54,664	44,075	10,589
	375,773	382,713	352,246	30,467
Public works administration:				
Personal services	129,810	138,068	138,056	12
Operating expenditures	3,780	3,780	2,391	1,389
	133,590	141,848	140,447	1,401
Street Management:				
Personal services	274,717	254,356	187,297	67,059
Operating expenditures	491,766	992,254	883,622	108,632
Capital outlay	495,000	64,933	27,275	37,658
	1,261,483	1,311,543	1,098,194	213,349
Parks and beautification:				
Personal services	741,578	747,964	695,391	52,573
Operating expenditures	324,287	413,287	344,206	69,081
	1,065,865	1,161,251	1,039,597	121,654
Fleet maintenance:				
Personal services	520,664	492,331	442,527	49,804
Operating expenditures	94,550	155,248	155,248	-
	615,214	647,579	597,775	49,804
Sanitation:				
Operating expenditures	1,908,500	1,943,820	1,943,820	-
	1,908,500	1,943,820	1,943,820	-

The accompanying note to required supplementary information is an integral part of this schedule.

City of Cocoa, Florida
Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual - General Fund *(Continued)*
Year Ended September 30, 2019

	Original Budget	Final Budget	Actual	Variance with Final Budget
Expenditures:				
Category:				
Facility management:				
Personal services	$ 607,415	$ 589,415	$ 554,978	$ 34,437
Operating expenditures	908,897	876,985	723,579	153,406
Capital outlay	90,500	99,320	90,423	8,897
	1,606,812	1,565,720	1,368,980	196,740
Capital projects management:				
Personal services	126,614	149,969	149,969	-
Operating expenditures	11,370	34,658	31,955	2,703
Capital outlay	467,300	802,590	514,942	287,648
	605,284	987,217	696,866	290,351
Total expenditures	36,253,397	39,373,520	36,259,052	3,114,468
Excess (deficiency) of revenues over (under) expenditures	(9,976,728)	(12,963,001)	(8,070,069)	4,892,932
Other Financing Sources (Uses):				
Transfers in	8,436,919	8,439,719	8,386,899	(52,820)
Proceeds from sales of capital assets	-	-	18,069	18,069
Proceeds from capital lease	195,509	195,509	-	(195,509)
Transfers out	(6,977,114)	(7,202,731)	(7,544,758)	(342,027)
Net other financing sources (uses)	1,655,314	1,432,497	860,210	(572,287)
Net change in fund balance	(8,321,414)	(11,530,504)	(7,209,859)	4,320,645
Fund balances, beginning of year	32,811,490	32,811,490	32,811,490	-
Fund balances, end of year	$ 24,490,076	$ 21,280,986	$ 25,601,631	$ 4,320,645

The accompanying note to required supplementary information is an integral part of this schedule.

City of Cocoa, Florida
Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual - Cocoa Redevelopment Agency
Year Ended September 30, 2019

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues:				
Intergovernmental	$ 1,448,703	$ 1,448,703	$ 1,427,156	$ (21,547)
Investment Earnings	-	-	11,270	11,270
Miscellaneous	39,027	39,027	39,027	-
Total revenues	1,487,730	1,487,730	1,477,453	(10,277)
Expenditures:				
Economic development	1,067,603	819,136	334,162	484,974
Capital outlay	330,000	264,052	37,361	226,691
Total expenditures	1,397,603	1,083,188	371,523	711,665
Excess (deficiency) of revenues over (under) expenditures	90,127	404,542	1,105,930	701,388
Transfers out	(90,127)	(419,616)	(366,796)	52,820
Other financing sources	(90,127)	(419,616)	(366,796)	52,820
Net change in fund balance	-	(15,074)	739,134	754,208
Fund balances, beginning of year	1,293,913	1,293,913	1,293,913	-
Fund balances, end of year	$ 1,293,913	$ 1,278,839	$ 2,033,047	$ 754,208

The accompanying note to required supplementary information is an integral part of this schedule.

CITY OF COCOA, FLORIDA

NOTE TO REQUIRED SUPPLEMENTARY INFORMATION

September 30, 2019

NOTE A - BUDGETARY INFORMATION

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

- Prior to September 1, the City Manager submits to the City Council a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them. Complete copies of the proposed budget are open for public inspection until the budget is finally adopted.

- The required number of public hearings are held by the City Council.

- Prior to October 1, the budget is legally enacted through passage of a resolution, which indicates amounts appropriated. The appropriated budget is prepared by fund, function and department.

- The budgets for governmental funds are adopted on a basis that is consistent with generally accepted accounting principles (GAAP). Budgeted amounts reflected in the accompanying budget and actual comparisons are as adopted, and subsequently amended, by the City Council.

- All appropriations which are not expended or accrued lapse at year end.

- The City's Charter establishes the level at which expenditures may not exceed appropriations at the general classification level. Resolution 2006-142, which amended the Office of Management and Budget (OMB) Policies and Procedures now known as the Financial Operations Manual (Policy), defines "general classification" as the object level as defined by the State of Florida Uniform Accounting System Manual. Expenditures are monitored and adjusted by management in accordance with the City's policies and procedures. In addition, management may not amend the original budget without approval of the City Council. The City Council, by majority vote, may amend the budget at any time during the fiscal year during its regular meetings.

Final adopted budgeted expenditures exceeded budgeted revenues in the General Fund, Community Development Block Grant Fund, Brevard County Home Program Fund, Cocoa Housing Assistance Trust Fund, Loan Guarantee Fund, Police Confiscated Fund Capital Projects Fund, and Debt Service Fund pursuant to the legally adopted budgets.

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CITY OF COCOA, FLORIDA

Nonmajor Governmental Funds

Special Revenue and Debt Service Funds

Special revenue funds are used to account for specific revenues that are legally restricted to expenditures for particular purposes.

Debt service funds are used to account for financial resources that are restricted, committed, or assigned to expenditure for principal and interest.

Community Development Block Grant – This fund is used to account for revenues received from the Department of Housing and Urban Development (HUD). These monies are restricted to specific projects approved by HUD under the terms of the agreement.

Brevard County Home Program – This fund is used to account for revenues received from the Department of Housing and Urban Development (HUD). The City has executed an interlocal agreement with Brevard County to act as the Participating Jurisdiction (lead agency) in the Brevard Consortium agreement with HUD. These monies are restricted by statute to specific projects approved by HUD under the terms of the interlocal agreement with Brevard County.

Cocoa Housing Assistance Trust Fund – This fund is used to account for funds received for the State Housing Initiatives Partnership (SHIP), enacted by the State of Florida through the Florida Housing Finance Agency. The purpose of the program is to provide funds to local governments as an incentive for the creating of partnerships to produce and preserve affordable housing.

Loan Guarantee Fund – This is a special revenue fund to track debt proceeds (Section 108 Loan Guarantee Program) of $894,000 from HUD/U.S. Department of Housing & Urban Development to partially fund the Dr. Joe Lee Smith Community Center capital project.

Police Confiscated Funds – This fund is used to account for police confiscated funds.

Police Special Education – This fund is used to account for portions of revenues received from traffic fines. The purpose of the fund is to administer police special education programs.

Debt service fund – This fund is used to account for the servicing of general long-term debt not being financed by proprietary or nonexpendable trust funds.

City of Cocoa, Florida
Combining Balance Sheet - Nonmajor Governmental Funds
September 30, 2019

	Special Revenue			
	Community Development Block Grant	Brevard County Home Program	Cocoa Housing Assistance Trust Fund	Loan Guarantee
Assets:				
Cash and cash equivalents	$ 438,740	$ 353,650	$ 34,786	$ -
Investments	-	-	-	-
Due from other governments	79,867	4,796	-	-
Prepaid	-	-	-	-
Total assets	$ 518,607	$ 358,446	$ 34,786	$ -
Liabilities:				
Accounts and retainage payable	$ 95,130	$ -	$ 659	66,298
Accrued payroll and related liabilities	544	136	-	-
Escrow deposits	-	-	-	-
Total liabilities	95,674	136	659	66,298
Fund Balances:				
Nonspendable	-	-	-	-
Restricted	422,933	358,310	34,127	-
Unassigned	-	-	-	(66,298)
Total fund balances (deficits)	422,933	358,310	34,127	(66,298)
Total liabilities and fund balances (deficits)	$ 518,607	$ 358,446	$ 34,786	$ -

Police Confiscated Funds	Police Special Education	Total	Debt Service	Total Nonmajor Governmental Funds
$ 123,345	28,326	$ 978,847	$ 31,105	$ 1,009,952
-	-	-	557,367	557,367
-	135	84,798	-	84,798
-	435	435	-	435
$ 123,345	$ 28,896	$ 1,064,080	$ 588,472	$ 1,652,552
$ -	$ -	$ 162,087	$ -	$ 162,087
-	-	680	-	680
25,878	-	25,878	-	25,878
25,878	-	188,645	-	188,645
-	435	435	-	435
97,467	28,461	941,298	588,472	1,529,770
-	-	(66,298)	-	(66,298)
97,467	28,896	875,435	588,472	1,463,907
$ 123,345	$ 28,896	$ 1,064,080	$ 588,472	$ 1,652,552

City of Cocoa, Florida
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
Year Ended September 30, 2019

	Special Revenue			
	Community Development Block Grant	Brevard County Home Program	Cocoa Housing Assistance Trust Fund	Loan Guarantee
Revenues				
Taxes	$ -	$ -	$ -	$ -
Licenses, permits, and fees	-	-	-	-
Intergovernmental	196,385	6,138	27,919	-
Fines and forfeitures	-	-	-	-
Investment earnings	144	1,299	200	-
Miscellaneous	7,195	-	-	-
Total revenues	203,724	7,437	28,119	-
Expenditures				
Current:				
Economic development	101,751	6,591	148,036	-
Capital outlay	162,293	-	-	66,298
Debt service:				
Principal	-	-	-	-
Interest	-	-	-	-
Total expenditures	264,044	6,591	148,036	66,298
Excess (deficiency) of revenues over (under) expenditures	(60,320)	846	(119,917)	(66,298)
Other Financing Sources				
Transfers in	430,369	-	-	-
Other financing sources	430,369	-	-	-
Net change in fund balances	370,049	846	(119,917)	(66,298)
Fund balances, beginning of year	52,884	357,464	154,044	-
Fund balances (deficits), end of year	$ 422,933	$ 358,310	$ 34,127	$ (66,298)

Police Confiscated Funds	Police Special Education	Total	Debt Service	Total Nonmajor Governmental Funds
$ -	$ -	$ -	$ 571,342	$ 571,342
-	-	-	810,811	810,811
-	-	230,442	-	230,442
-	4,273	4,273	-	4,273
458	99	2,200	24,006	26,206
1,236	-	8,431	-	8,431
1,694	4,372	245,346	1,406,159	1,651,505
11,301	-	267,679	-	267,679
-	-	228,591	-	228,591
-	-	-	1,081,000	1,081,000
-	-	-	673,363	673,363
11,301	-	496,270	1,754,363	2,250,633
(9,607)	4,372	(250,924)	(348,204)	(599,128)
-	-	430,369	370,139	800,508
-	-	430,369	370,139	800,508
(9,607)	4,372	179,445	21,935	201,380
107,074	24,524	695,990	566,537	1,262,527
$ 97,467	$ 28,896	$ 875,435	$ 588,472	$ 1,463,907

City of Cocoa, Florida
Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual - Community Development Block Grant Program
Year Ended September 30, 2019

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues:				
Intergovernmental	$ 178,889	$ 358,084	$ 196,385	$ (161,699)
Investment earnings	-	-	144	144
Miscellaneous	-	-	7,195	7,195
Total revenues	178,889	358,084	203,724	(154,360)
Expenditures:				
Economic development:				
Housing grants:				
Personal services	30,157	30,157	24,184	5,973
Operating expenditures	5,620	5,620	3,233	2,387
Capital Outlay	-	448,202	162,293	285,909
	35,777	483,979	189,710	294,269
Public service:				
Grants and aids	371,161	353,903	74,334	279,569
Total expenditures	406,938	837,882	264,044	573,838
Excess (deficiency) of revenues over (under) expenditures	(228,049)	(479,798)	(60,320)	419,478
Other Financing Sources:				
Transfers in	-	450,306	430,369	19,937
Net change in fund balances	(228,049)	(29,492)	370,049	399,541
Fund balances, beginning of year	52,884	52,884	52,884	-
Fund balances, end of year	$ (175,165)	$ 23,392	$ 422,933	$ 399,541

City of Cocoa, Florida
Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual - Brevard County Home Program Fund
Year Ended September 30, 2019

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues:				
Intergovernmental	$ 71,828	$ 136,195	$ 6,138	$ (130,057)
Investment earnings	-	-	1,299	1,299
Total revenues	71,828	136,195	7,437	(128,758)
Expenditures:				
Economic development:				
Personnel Services	7,539	7,539	6,045	1,494
Operating expenditures	2,540	2,540	546	1,994
Aid to private organization	531,749	436,394	-	436,394
Total expenditures	541,828	446,473	6,591	438,388
Excess (deficiency) of revenues over (under) expenditures	(470,000)	(310,278)	846	311,124
Fund balances, beginning of year	357,464	357,464	357,464	-
Fund balances, end of year	$ (112,536)	$ 47,186	$ 358,310	$ 311,124

City of Cocoa, Florida
Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual - Cocoa Housing Assistance Trust Fund
Year Ended September 30, 2019

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues:				
Intergovernmental	$ 27,919	$ 27,919	$ 27,919	$ -
Investment earnings	-	-	200	200
Total revenues	27,919	27,919	28,119	200
Expenditures:				
Economic development:				
Operating expenditures	2,791	4,571	2,543	2,028
Grants and aids	223,193	223,643	145,493	78,150
Total expenditures	225,984	228,214	148,036	80,178
Excess (deficiency) of revenues over (under) expenditures	(198,065)	(200,295)	(119,917)	(79,978)
Fund balances, beginning of year	154,044	154,044	154,044	-
Fund balances, end of year	$ (44,021)	$ (46,251)	$ 34,127	$ (79,978)

City of Cocoa, Florida
Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual - Loan Guarantee Fund
Year Ended September 30, 2019

	Original Budget	Final Budget	Actual	Variance with Final Budget
Expenditures:				
Economic development:				
Capital outlay	$ -	$ 894,000	$ 66,298	$ 827,702
Total expenditures	-	894,000	66,298	827,702
Excess (deficiency) of revenues over (under) expenditures	-	(894,000)	(66,298)	(827,702)
Fund balances, beginning of year	-	-	-	-
Fund balances, end of year	$ -	$ (894,000)	$ (66,298)	$ (827,702)

City of Cocoa, Florida
Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual - Police Confiscated Funds
Year Ended September 30, 2019

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues:				
Investment earnings	$ -	$ -	$ 458	$ 458
Miscellaneous	-	-	1,236	1,236
Total revenues	-	-	1,694	1,694
Expenditures:				
Public Safety:				
Operating expenditures	-	12,488	11,301	(1,187)
Total expenditures	-	12,488	11,301	(1,187)
Excess (deficiency) of revenues over (under) expenditures	-	(12,488)	(9,607)	2,881
Fund balances, beginning of year	107,074	107,074	107,074	-
Fund balances, end of year	$ 107,074	$ 94,586	$ 97,467	$ 2,881

City of Cocoa, Florida
Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual - Police Special Education Fund
Year Ended September 30, 2019

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues:				
Fines and forfeitures	$ 4,000	$ 4,000	$ 4,273	$ 273
Interest and other	-	-	99	99
Total revenues	4,000	4,000	4,372	372
Expenditures:				
Public Safety:				
Operating expenditures	4,000	4,000	-	4,000
Total expenditures	4,000	4,000	-	4,000
Excess (deficiency) of revenues over (under) expenditures	-	-	4,372	4,372
Fund balances, beginning of year	24,524	24,524	24,524	-
Fund balances, end of year	$ 24,524	$ 24,524	$ 28,896	$ 4,372

City of Cocoa, Florida
Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual - Capital Projects Fund
Year Ended September 30, 2019

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues:				
Intergovernmental	$ -	$ 652,100	$ -	$ (652,100)
Investment earnings	-	-	2,497	2,497
Total revenues	-	652,100	2,497	(649,603)
Expenditures:				
Physical environment:				
Operating expenditures	-	24,360	9,136	15,224
Capital outlay	6,744,250	7,698,679	836,430	6,862,249
	6,744,250	7,723,039	845,566	6,877,473
Debt service:	37,307	37,307	-	37,307
Total expenditures	6,781,557	7,760,346	845,566	6,914,780
Excess (deficiency) of revenues over (under) expenditures	(6,781,557)	(7,108,246)	(843,069)	6,265,177
Other Financing Sources:				
Transfers in	6,781,557	7,111,046	7,111,046	-
Transfers out	-	(2,800)	(2,800)	-
Net other financing sources	6,781,557	7,108,246	7,108,246	-
Net change in fund balance	-	-	6,265,177	6,265,177
Fund balances, beginning of year	1,716,632	1,716,632	1,716,632	-
Fund balances, end of year	$ 1,716,632	$ 1,716,632	$ 7,981,809	$ 6,265,177

City of Cocoa, Florida
Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual - Debt Service Fund
Year Ended September 30, 2019

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues:				
Taxes	$ 571,342	$ 571,342	$ 571,342	$ -
Licenses and permits	813,211	813,211	810,811	(2,400)
Investment earnings	-	-	24,006	24,006
Total revenues	1,384,553	1,384,553	1,406,159	21,606
Expenditures:				
Debt service	1,746,156	1,754,363	1,754,363	-
Total expenditures	1,746,156	1,754,363	1,754,363	-
Excess (deficiency) of revenues over (under) expenditures	(361,603)	(369,810)	(348,204)	21,606
Other Financing Sources:				
Transfers in	-	8,175	370,139	361,964
Net other financing sources	-	8,175	370,139	361,964
Net change in fund balance	(361,603)	(361,635)	21,935	383,570
Fund balances, beginning of year	566,537	566,537	566,537	-
Fund balances, end of year	$ 204,934	$ 204,902	$ 588,472	$ 383,570

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CITY OF COCOA, FLORIDA

Fiduciary Funds

Fiduciary funds are used to account for assets held by the City in a fiduciary capacity for individuals, governmental entities and others. Such funds are operated by carrying out specific terms of trust indentures, statutes, ordinances, or other governing regulation.

The City maintains the following Agency Fund**:**

Taylor Creek Project Agency Fund – This fund is used to account for funds received for the consumptive use permitting information development related to the Taylor Creek Water Supply Project via a Memorandum of Agreement with Orlando Utilities Commission; East Central Florida Services, Inc.; and Farmland Reserve, Inc. The monies are restricted for funding the above-mentioned project.

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City of Cocoa, Florida
Balance Sheet - Taylor Creek Project Agency Fund
September 30, 2019

	Taylor Creek Project Agency Fund
Assets	
Cash and cash equivalents	-
Total assets	$ -
Liabilities	
Refundable deposits	-
Total liabilities	$ -

City of Cocoa, Florida
Statement of Changes in Assets and Liabilities - Taylor Creek Project Agency Fund
Year Ended September 30, 2019

	Balance Beginning of Year	Additions	Deductions	Balance End of Year
Assets				
Cash and cash equivalents	$ 3,519	$ -	$ 3,519	$ -
Total assets	$ 3,519	$ -	$ 3,519	$ -
Liabilities				
Refundable deposits	$ 3,519	$ -	$ 3,519	$ -
Total liabilities	$ 3,519	$ -	$ 3,519	$ -

CITY OF COCOA, FLORIDA

Internal Service Funds

Internal service funds are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for its workers compensation insurance and health care insurance.

The City maintains the following Internal Service Funds**:**

Workers Compensation Internal Service Fund – This fund is used to account for workers compensation services provided to other funds and the component units of the City on a cost reimbursement basis.

Health Care Internal Service Fund – This fund is used to account for health care insurance services provided to employees and eligible retirees of the City on a cost reimbursement basis.

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City of Cocoa, Florida
Combining Statement of Net Position – Internal Service Funds
September 30, 2019

	Internal Service Fund		
	Workers' Compensation	Health Care Insurance	Total
Assets			
Current assets:			
Cash and cash equivalents	$ 1,105,811	$ 1,105,651	$ 2,211,462
Investments	3,019,455	-	3,019,455
Accounts receivable, net	3,294	-	3,294
Prepaid items	150,387	-	150,387
Total assets	4,278,947	1,105,651	5,384,598
Liabilities			
Current liabilities (payable from current assets):			
Accounts and claims payable	36,430	-	36,430
Accrued claims payable	1,017,000	1,409,924	2,426,924
Total current liabilities	1,053,430	1,409,924	2,463,354
Noncurrent liabilities:			
Accrued claims payable	2,383,000	-	2,383,000
Total noncurrent liabilities	2,383,000	-	2,383,000
Total liabilities	3,436,430	1,409,924	4,846,354
Net Position			
Unrestricted (deficit)	842,517	(304,273)	538,244
Total net position	$ 842,517	$ (304,273)	$ 538,244

City of Cocoa, Florida
Combining Statement of Revenue, Expenses, and Changes in Fund Net Position – Internal Service Funds
Year Ended September 30, 2019

	Internal Service Fund		
	Workers' Compensation	Health Care Insurance	Total
Operating revenues:			
Charges for services	$ 974,017	$ 6,769,739	$ 7,743,756
Other charges and fees	134,040	1,027	135,067
Total operating revenues	1,108,057	6,770,766	7,878,823
Operating expenses:			
Insurance claims and expenses	1,095,645	6,679,945	7,775,590
Total operating expenses	1,095,645	6,679,945	7,775,590
Operating income (loss)	12,412	90,821	103,233
Nonoperating revenues (expenses):			
Investment earnings	122,533	53,641	176,174
Total nonoperating revenues (expenses)	122,533	53,641	176,174
Income before contributions and transfers	134,945	144,462	279,407
Change in net position	134,945	144,462	279,407
Net position (deficit), beginning	707,572	(448,735)	258,837
Net position (deficit), end of year	$ 842,517	$ (304,273)	$ 538,244

City of Cocoa, Florida
Combining Statement of Cash Flows – Internal Service Funds
Year Ended September 30, 2019

	Internal Service Fund		
	Workers' Compensation	Health Care Insurance	Total
Cash flows from operating activities			
Cash received from customers for sales and services	$ 1,119,544	$ 6,770,781	$ 7,890,325
Cash payments for insurance and claims expenses	(1,308,334)	(6,375,671)	(7,684,005)
Net cash provided (used) in operating activities	(188,790)	395,110	206,320
Cash flows from investing activities:			
Investment income	122,533	53,641	176,174
Proceeds from sale/maturity of investments	24,033	-	24,033
Net cash provided by investing activities	146,566	53,641	200,207
Net increase (decrease) in cash and cash equivalents	(42,224)	448,751	406,527
Cash and cash equivalents, beginning of year	1,148,035	656,900	1,804,935
Cash and cash equivalents, end of year	$ 1,105,811	$ 1,105,651	$ 2,211,462
Reconciliation of operating income (loss) to net cash used in operating activities			
Operating income (loss)	$ 12,412	$ 90,821	$ 103,233
Adjustments to reconcile operating income (loss) to net cash used in operating activities:			
Change in assets and liabilities:			
(Increase) decrease in assets:			
Accounts receivable	11,487	15	11,502
Prepaid items	(73)	-	(73)
Increase (decrease) in liabilities:			
Accounts and claims payable	2,384	-	2,384
Accrued claims payable	(215,000)	304,274	89,274
Total adjustments	(201,202)	304,289	103,087
Net cash used in operating activities	$ (188,790)	$ 395,110	$ 206,320
Noncash capital and related financing activities:			
There were no significant non-cash transactions			

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STATISTICAL SECTION

STATISTICAL SECTION

This part of the City of Cocoa, Florida's Comprehensive Annual Financial Report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

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A. Financial Trends

These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.

Schedule 1 Net Position by Component

Schedule 2 Changes in Net Position

Schedule 3 Fund Balances, Governmental Funds

Schedule 4 Changes in Fund Balances, Governmental Funds

B. Revenue Capacity

These schedules contain information to help the reader assess the City's most significant local own-source revenues such as ad valorem property taxes, local business taxes, and building permits revenues.

Schedule 5 General Governmental Revenues by Source

Schedule 6 Assessed Value and Estimated Actual Value of Taxable Property

Schedule 7 Direct and Overlapping Property Tax Rates

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C. Debt Capacity

These schedules present information to help the reader assess the affordability of the City's current levels of debt outstanding and the City's ability to issue additional debt in the future, as necessary.

Schedule 13 Ratio of Outstanding Debt by Type

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Schedule 16 Direct and Overlapping Governmental Activities Debt

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D. Demographic and Economic Information Financial Trends

These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.

Schedule 18 Demographic and Economic Statistics

Schedule 19 Principal Employers

E. Operating Information

These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.

Schedule 20 Full-Time Equivalent City Government Employees by Function/Program

Schedule 21 Operating Indicators by Function/Program

Schedule 22 Capital Assets by Function/Program

Additional Notes

Unless otherwise noted, the information in these schedules is derived from the City's Comprehensive Annual Financial Report (CAFR), financial records, and other departmental sources for the relevant year.

City of Cocoa, Florida

Net Position by Component

Last Ten Fiscal Years - (accrual basis of accounting)

	2019	2017	2016	2015
Governmental activities				
Net investment in capital assets	$ 29,498,816	$ 19,280,723	$ 25,293,324	$ 20,134,496
Restricted	941,298	260,393	281,203	252,338
Unrestricted	(2,679,661)	17,399,902	11,063,634	10,786,642
Total governmental activities net position	27,760,453	36,941,018	36,638,161	31,173,476
Business-type activities				
Net investment in capital assets	142,364,912	132,683,806	115,435,116	103,777,006
Restricted	11,381,896	12,395,504	11,818,615	11,822,514
Unrestricted	12,438,861	7,335,232	12,143,637	16,743,125
Total business-type activities net position	166,185,669	152,414,542	139,397,368	132,342,645
Primary government				
Net investment in capital assets	171,863,728	151,964,529	140,728,440	123,911,502
Restricted	12,323,194	12,655,897	12,099,818	12,074,852
Unrestricted	9,759,200	24,735,134	23,207,271	27,529,767
Total primary government net position	$ 193,946,122	$ 189,355,560	$ 176,035,529	$ 163,516,121

Note: Accounting standards require that net position be reported in three components in the financial statements: Net investment in capital assets; restricted; and unrestricted. Net position is considered restricted only when an external party, such as the state or federal government, places a restriction on how the resources may be used, or through enabling legislation enacted by the City.

Schedule 1

2014	2013	2012	2011	2010
$ 19,145,644	$ 18,770,655	$ 19,517,843	$ 20,830,311	$ 22,376,942
87,030	80,456	136,559	308,046	4,506,016
23,184,495	18,771,455	15,114,446	11,516,849	10,650,945
42,417,169	37,622,566	34,768,848	32,655,206	37,533,903
93,350,606	81,193,813	77,709,201	76,709,974	84,985,494
11,824,666	12,658,876	13,061,321	13,393,511	11,477,638
29,178,323	36,216,604	34,727,175	31,122,453	17,340,366
134,353,595	130,069,293	125,497,697	121,225,938	113,803,498
112,496,250	99,964,468	97,227,044	97,540,285	107,362,436
11,911,696	12,739,332	13,197,880	13,701,557	15,983,654
52,362,818	54,988,059	49,841,621	42,639,302	27,991,311
$ 176,770,764	$ 167,691,859	$ 160,266,545	$ 153,881,144	$ 151,337,401

City of Cocoa, Florida

Changes in Net Position

Last Ten Fiscal Years - (accrual basis of accounting)

	2019	2018	2017	2016
Expenses				
Governmental activities:				
General government	$ 14,712,121	$ 14,324,743	$ 13,131,276	$ 12,001,545
Public safety	18,071,667	16,768,238	16,180,830	12,593,567
Recreation	1,607,032	1,476,661	1,404,532	1,221,987
Economic development	3,008,059	1,192,366	1,534,682	817,422
Physical environment	2,376,579	2,304,779	3,144,201	3,055,646
Transportation	1,221,639	774,532	-	-
Interest on long-term debt	649,182	676,437	1,180,788	565,742
Unallocated depreciation	-	-	129,012	128,124
Total governmental activities expenses	41,646,279	37,517,756	36,705,321	30,384,033
Business-type activities:				
Water and sewer	52,538,165	47,733,339	46,549,681	44,710,558
Stormwater utility	1,522,778	1,218,376	1,152,168	1,167,900
Total business-type activities	54,060,943	48,951,715	47,701,849	45,878,458
Total primary government activities	$ 95,707,222	$ 86,469,471	$ 84,407,170	$ 76,262,491
Program Revenues				
Governmental activities:				
Charges for services:				
General government	$ 6,599,101	$ 6,254,900	$ 7,095,604	$ 6,040,226
Public safety	3,013,695	2,560,844	2,292,471	2,219,789
Recreation	140,797	123,745	132,735	197,801
Economic development	-	-	195,121	78,120
Physical environment	5,330,167	5,312,519	5,346,364	5,367,608
Operating grants and contributions	2,439,991	1,953,430	2,862,670	2,070,571
Capital grants and contributions	600,292	72,781	946,130	1,650,174
Total governmental activities program revenues	18,124,043	16,278,219	18,871,095	17,624,289
Business-type activities:				
Charges for services:				
Water and sewer	65,298,095	62,391,805	59,695,998	56,433,043
Stormwater utility	1,654,080	1,704,541	1,481,312	1,376,341
Operating grants and contributions	-	-	762,202	608,791
Capital grants and contributions	3,324,099	3,783,027	5,098,296	1,283,545
Total business-type activities program revenues	70,276,274	67,879,373	67,037,808	59,701,720
Total primary government program revenues	$ 88,400,317	$ 84,157,592	$ 85,908,903	$ 77,326,009

Schedule 2

2015	2014	2013	2012	2011	2010
$ 12,192,945	$ 11,008,561	$ 10,744,769	$ 10,528,005	$ 14,265,207	$ 15,491,497
15,887,751	15,569,379	15,157,432	14,294,202	13,951,279	13,878,749
1,236,510	1,248,559	1,153,649	1,085,098	1,130,151	1,252,356
1,075,995	849,547	943,819	686,310	1,155,249	1,584,027
3,061,232	2,774,929	2,875,482	2,688,133	1,487,530	2,158,716
-	-	-	-	-	-
592,542	608,239	624,801	645,198	697,413	765,015
1,303,323	1,720,039	1,703,523	1,689,124	1,595,419	1,601,323
35,350,298	33,779,253	33,203,475	31,616,070	34,282,248	36,731,683
43,873,364	41,911,372	41,298,779	39,776,639	39,731,176	42,417,064
1,023,881	1,014,924	950,220	784,328	718,825	722,058
44,897,245	42,926,296	42,248,999	40,560,967	40,450,001	43,139,122
$ 80,247,543	$ 76,705,549	$ 75,452,474	$ 72,177,037	$ 74,732,249	$ 79,870,805
$ 5,975,125	$ 5,969,111	$ 5,988,279	$ 5,925,745	$ 6,772,756	$ 8,272,795
2,000,615	1,669,761	1,294,010	1,280,764	1,183,748	869,942
182,574	253,249	269,316	267,345	226,203	168,550
166,553	232,543	374,430	169,286	217,943	406,155
5,374,671	5,275,079	5,161,816	5,069,250	5,136,179	4,964,543
2,082,850	2,528,861	2,128,951	1,643,910	1,707,691	1,652,316
683,729	628,308	562,776	545,217	418,612	323,663
16,466,117	16,556,912	15,779,578	14,901,517	15,663,132	16,657,964
54,719,795	55,488,254	53,740,469	50,553,130	48,657,881	43,125,335
1,312,233	1,212,723	1,154,911	1,092,791	1,046,929	994,226
605,525	606,178	624,792	653,209	504,423	-
2,797,467	2,123,484	862,205	395,816	703953	4,043,799
59,435,020	59,430,639	56,382,377	52,694,946	50,913,186	48,163,360
$ 75,901,137	$ 75,987,551	$ 72,161,955	$ 67,596,463	$ 66,576,318	$ 64,821,324

City of Cocoa, Florida

Changes in Net Position (Continued)

Last Ten Fiscal Years - (accrual basis of accounting)

Net (Expense)/Revenue	2019	2018	2017	2016
Governmental activities	$ (23,522,236)	$ (21,239,537)	$ (17,834,226)	$ (12,759,744)
Business-type activities	16,215,331	18,927,658	19,335,959	13,823,262
Total primary government net revenue (expense)	$ (7,306,905)	$ (2,311,879)	$ 1,501,733	$ 1,063,518
General Revenues and Other Changes in Net Assets				
Governmental activities:				
Property taxes	$ 5,635,515	$ 5,168,838	$ 5,000,611	$ 4,699,241
Public utility and telecommunication taxes	2,611,295	2,628,618	2,169,692	2,179,176
Franchise taxes	1,556,102	1,454,938	1,438,506	1,418,014
Shared revenues not restricted to specific programs	2,435,036	3,706,378	2,340,469	2,088,744
Gain on sale of capital assets	-	9,271	-	-
Unrestricted investment earnings	668,857	142,396	56,406	100,577
Miscellaneous	195,168	395,608	550,203	503,570
Transfers, net	8,384,099	7,280,466	6,590,172	7,226,129
Special item	-	-	-	-
Total governmental activities	21,486,072	20,786,513	18,146,059	18,215,451
Business-type activities:				
Unrestricted investment earnings	2,041,815	217,198	175,279	235,491
Miscellaneous	-	-	42,959	69,094
Gain on sale of capital assets	73,980	97,002	53,149	153,005
Transfers, net	(8,384,099)	(7,280,466)	(6,590,172)	(7,226,129)
Special item	-	-	-	-
Total business-type activities	(6,268,304)	(6,966,266)	(6,318,785)	(6,768,539)
Total primary government	$ 15,217,768	$ 13,820,247	$ 11,827,274	$ 11,446,912
Change in Net Position				
Governmental activities	$ (2,036,164)	$ (453,024)	$ 311,833	$ 5,455,707
Business-type activities	9,947,027	11,961,392	13,017,174	7,054,723
Total primary government	$ 7,910,863	$ 11,508,368	$ 13,329,007	$ 12,510,430

Schedule 2 (continued)

2015	2014	2013	2012	2011	2010
$ (18,884,181)	$ (17,222,341)	$ (17,423,897)	$ (16,714,553)	$ (18,619,116)	$ (20,073,719)
14,537,775	16,504,343	14,133,378	12,133,979	10,463,185	5,024,238
$ (4,346,406)	$ (717,998)	$ (3,290,519)	$ (4,580,574)	$ (8,155,931)	$ (15,049,481)
$ 4,528,807	$ 4,520,106	$ 4,435,865	$ 4,331,898	$ 4,371,564	$ 4,480,212
2,142,546	2,011,573	2,152,855	1,999,902	2,062,808	2,178,588
1,427,925	1,392,338	1,332,827	1,327,365	1,414,456	1,400,508
2,012,550	1,983,054	1,917,889	1,864,355	1,814,427	1,920,196
-	-	-	-	-	-
154,667	90,445	182,955	246,918	274,572	400,133
829,289	529,855	739,177	792,711	359,300	623,192
11,102,408	11,706,620	9,516,047	8,265,045	3,443,292	3,786,597
-	-	-	-	-	-
22,198,192	22,233,991	20,277,615	18,828,194	13,740,419	14,789,426
283,248	232,887	(90,540)	361,168	282,282	267,867
75,422	127,933	44,805	41,657	135,265	67,564
-	-	-	-	-	-
(11,102,408)	(11,706,620)	(9,516,047)	(8,265,045)	(3,458,292)	(3,786,597)
-	-	-	-	-	-
(10,743,738)	(11,345,800)	(9,561,782)	(7,862,220)	(3,040,745)	(3,451,166)
$ 11,454,454	$ 10,888,191	$ 10,715,833	$ 10,965,974	$ 10,699,674	$ 11,338,260
$ 3,314,011	$ 5,011,650	$ 2,853,718	$ 2,113,642	$ (4,878,697)	$ (5,284,293)
3,794,037	5,158,543	4,571,596	4,271,759	7,422,440	1,573,072
$ 7,108,048	$ 10,170,193	$ 7,425,314	$ 6,385,401	$ 2,543,743	$ (3,711,221)

City of Cocoa, Florida

Fund Balances, Governmental Funds

Last Ten Fiscal Years - (modified accrual basis of accounting)

	2019	2018	2017	2016
General Fund				
Reserved	$ -	$ -	$ -	$ -
Unreserved	-	-	-	-
Nonspendable	1,666,589	1,768,057	297,130	172,051
Restricted	-	-	-	-
Committed	12,288,375	11,400,743	10,403,251	10,000,000
Assigned	6,250,000	14,494,250	11,600,000	10,855,020
Unassigned	5,396,667	5,148,440	9,877,964	11,976,517
Total general fund	$ 25,601,631	$ 32,811,490	$ 32,178,345	$ 33,003,588
All other Governmental Funds				
Reserved	$ -	$ -	$ -	$ -
Unreserved, reported in:				
Special revenue funds (deficit)	-	-	-	-
Nonspendable	6,603	4,915	848,268	898,415
Restricted	3,314,866	2,551,525	1,236,715	281,203
Committed	7,981,809	1,716,632	-	-
Assigned	-	-	5,860,345	1,915,995
Unassigned (deficit)	(66,298)	-	(123,735)	237,552
Total all other government funds	$ 11,236,980	$ 4,273,072	$ 7,821,593	$ 3,333,165

Note: The City began to report fund balance definitions under GASB Statement 54 in fiscal year 2011.

Schedule 3

2015	2014	2013	2012	2011	2010
$ -	$ -	$ -	$ -	$ -	$ 231,855
-	-	-	-	-	14,777,066
438,024	232,583	245,679	205,131	291,487	-
-	-	-	18,836	152,993	-
10,000,000	10,200,000	10,200,000	10,200,000	10,200,000	-
10,855,020	1,520,181	1,370,443	1,387,461	-	-
14,297,920	18,192,939	11,823,962	6,181,283	2,838,599	-
$ 35,590,964	$ 30,145,703	$ 23,640,084	$ 17,992,711	$ 13,483,079	$ 15,008,921
$ -	$ -	$ -	$ -	$ -	$ 4,485,811
-	-	-	-	-	(1,119,152)
968,115	996,435	1,041,106	1,082,334	1,109,870	-
252,338	87,030	80,456	117,723	155,053	-
-	-	-	-	-	-
2,358,327	2,674,300	3,020,454	2,961,538	3,321,783	-
(63,357)	(271,886)	(426,370)	(567,998)	(997,823)	-
$ 3,515,423	$ 3,485,879	$ 3,715,646	$ 3,593,597	$ 3,588,883	$ 3,366,659

City of Cocoa, Florida

Changes in Fund Balances, Governmental Funds

Last Ten Fiscal Years - (modified accrual basis of accounting)

	2019	2018	2017	2016
Revenues				
Taxes*	$ 8,829,764	$ 7,797,456	$ 7,170,303	$ 8,296,431
Licenses and permits*	4,485,335	4,122,684	5,005,518	313,935
Intergovernmental*	4,559,650	5,342,696	6,091,329	5,495,267
Charges for services*	11,637,669	11,376,107	11,247,118	13,404,589
Fines and forfeitures	28,802	43,643	42,184	93,881
Investment earnings	492,683	73,525	89,494	131,533
Miscellaneous	1,286,535	1,269,512	732,555	705,100
Total revenues	31,320,438	30,025,623	30,378,501	28,440,736
Expenditures				
General government	12,770,519	11,940,914	11,519,260	10,342,933
Public safety	15,082,113	14,249,945	13,586,273	14,348,468
Economic development	1,391,840	1,003,355	1,563,100	959,938
Recreation	2,853,914	1,231,144	1,203,552	1,106,032
Physical environment	2,275,324	2,198,447	3,188,741	2,826,143
Transportation	1,070,922	621,326	-	-
Capital outlay	2,494,869	7,210,525	7,759,900	6,431,769
Principal	1,302,873.00	1,084,910.00	1,031,000	1,143,729
Interest	726,183	700,618	628,762	557,042
Bond issuance costs	-	-	283,542	-
Total expenditures	39,968,557	40,241,184	40,764,130	37,716,054
Deficiency of revenues under expenditures	(8,648,119)	(10,215,561)	(10,385,629)	(9,275,318)
Other financing sources (uses)				
Transfers in	16,298,453	7,990,703	7,014,528	7,873,404
Transfers out	(7,914,354)	(816,158)	(424,356)	(1,457,807)
Proceeds from sale of capital assets	18,069	23,773	52,486	90,087
Capital lease proceeds	-	101,472	-	-
Payment to refunded debt escrow agent	-	-	(9,928,053)	-
Bond discount	-	-	(42,045)	-
Bond premium	-	-	511,647	-
Proceeds from issuance of debt	-	-	16,865,000	-
Special item	-	-	-	-
Total other financing sources (uses)	8,402,168	7,299,790	14,049,207	6,505,684
Net change in fund balances	$ (245,951)	$ (2,915,771)	$ 3,663,578	$ (2,769,634)
Debt service as a percentage of noncapital expenditures	5.4%	5.4%	5.0%	5.4%

*2012 thru 2009 amounts have been restated to be consistent with the 2013 presentation.

Schedule 4

2015	2014	2013	2012*	2011*	2010*
$ 8,099,278	$ 7,924,017	$ 7,921,547	$ 7,264,458	$ 7,848,828	$ 7,053,106
181,103	167,418	203,595	574,997	287,748	1,329,956
5,238,875	4,512,528	4,361,263	4,165,693	3,835,207	4,587,230
13,292,807	12,917,593	12,458,121	12,301,178	12,896,817	13,881,460
42,560	62,464	35,669	47,110	115,644	74,093
192,048	70,053	173,736	215,347	233,303	361,877
858,069	885,609	1,576,734	493,033	413,166	734,815
27,904,740	26,539,682	26,730,665	25,061,816	25,630,713	28,022,537
9,987,287	9,199,043	9,186,111	8,599,636	10,534,019	11,189,063
13,521,776	13,588,277	13,124,375	12,530,027	11,987,883	12,205,485
1,155,565	950,343	1,048,240	782,058	1,383,005	1,903,508
1,142,761	1,194,672	1,061,993	998,205	1,031,054	1,178,717
3,161,046	2,498,692	2,685,860	2,506,411	3,135,701	3,449,537
-	-	-	-	-	-
5,028,077	3,022,931	2,808,239	1,857,266	1,269,705	4,702,761
1,070,500	934,036	1,198,393	916,238	891,371	829,737
583,843	599,540	616,102	636,499	688,739	756,316
-	-	-	-	-	-
35,650,855	31,987,534	31,729,313	28,826,340	30,921,477	36,215,124
(7,746,115)	(5,447,852)	(4,998,648)	(3,764,524)	(5,290,764)	(8,192,587)
11,159,572	11,877,562	9,564,909	8,620,442	4,011,651	3,921,449
(57,164)	(170,942)	(48,862)	(355,397)	(568,359)	(134,852)
108,512	17,084	2,023	13,825	24,420	77,901
-	-	-	-	69,434	61,380
-	-	-	-	(2,750,000)	-
-	-	-	-	-	-
-	-	-	-	-	-
2,010,000	-	1,250,000	-	3,200,000	-
-	-	-	-	-	-
13,220,920	11,723,704	10,768,070	8,278,870	3,987,146	3,925,878
$ 5,474,805	$ 6,275,852	$ 5,769,422	$ 4,514,346	$ (1,303,618)	$ (4,266,709)
5.4%	5.3%	6.3%	5.8%	5.3%	5.0%

City of Cocoa, Florida

General Governmental Revenues by Source

Last Ten Fiscal Years - (accrual basis of accounting) **Schedule 5**

Fiscal Year	Property Taxes	Utility Taxes and Franchise Fees	Inter-governmental (1)*	Other*	Totals
2019	$ 5,635,515	$ 4,167,397	$ 4,559,650	$ 16,716,093	$ 31,078,655
2018	5,168,838	4,083,555	5,342,696	15,430,534	30,025,623
2017	5,000,611	3,608,198	6,091,329	15,678,363	30,378,501
2016	4,699,241	3,597,190	5,495,267	14,570,284	28,361,982
2015	4,528,807	3,570,471	5,238,875	14,501,130	27,839,283
2014	4,520,106	3,403,911	4,512,528	14,041,442	26,477,987
2013	4,435,865	3,485,682	4,361,263	14,018,816	26,301,626
2012*	4,331,898	3,327,267	4,165,693	13,236,958	25,061,816
2011*	4,371,564	3,477,264	3,835,207	13,946,678	25,630,713
2010*	4,480,212	2,572,894	4,587,230	16,382,201	28,022,537

(1) Includes local option gas tax.

*2012 thru 2009 amounts have been restated to be consistent with the 2013 presentation.

Note: Includes General, Special Revenue, Capital Projects and Debt Service Funds, as applicable.

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City of Cocoa, Florida

Assessed Value and Estimated Actual Value of Taxable Property

Last Ten Fiscal Years

Fiscal Year	Real Property	Personal Property	Centrally Assessed Property	Less: Tax-Exempt Property
2019	$ 1,090,255,400	$ 271,171,634	$ 4,097,166	$ 393,758,161
2018	940,958,240	270,529,563	3,869,600	355,293,089
2017	874,284,810	277,265,631	3,514,003	337,493,706
2016	838,137,370	268,432,534	2,656,441	328,336,969
2015	820,754,020	277,223,578	2,335,457	325,183,520
2014	846,372,850	284,164,503	2,089,111	334,960,096
2013	961,539,190	306,406,665	2,019,635	363,813,856
2012	1,159,589,630	341,024,797	2,313,993	478,190,225
2011	1,371,082,320	369,202,673	3,420,128	581,568,187
2010	1,413,286,040	337,859,014	2,358,254	579,265,306

Source: Brevard County Property Appraiser.

Schedule 6

Total Taxable Assessed Value	Total Direct Tax Rate	Estimated Actual Taxable Value	Taxable Assessed Value as a Percentage of Actual Taxable Value
$ 971,766,039	5.979%	$ 967,726,786	100.417%
860,064,314	5.979%	857,337,863	100.318%
817,570,738	5.979%	818,427,691	99.895%
780,889,376	5.979%	782,374,729	99.810%
775,129,535	5.981%	775,765,766	99.918%
797,666,368	5.981%	798,015,398	99.956%
906,151,634	5.581%	906,819,814	99.926%
1,024,738,195	4.966%	1,025,224,075	99.953%
1,162,136,934	4.489%	1,484,851,266	78.266%
1,174,238,002	4.489%	1,753,503,308	66.965%

City of Cocoa, Florida

Direct and Overlapping Property Tax Rates (1)

Last Ten Fiscal Years

Schedule 7

Fiscal Year	City Direct Rate	Overlapping Rates			Total Direct and Overlapping Rates
	Basic Rate	Brevard County	Brevard County Public School	Independent Special Districts	
2019	5.9790	5.2553	6.0860	0.2734	17.5937
2018	5.9790	5.4432	6.2990	0.2882	18.0094
2017	5.9790	5.8130	6.9160	0.4823	19.1903
2016	5.9790	5.4692	7.2750	0.3343	19.0575
2015	5.9790	5.6310	7.3390	0.3509	19.2999
2014	5.9811	5.7979	7.6060	0.3628	19.7478
2013	5.9811	5.9199	8.0960	0.3658	20.3628
2012	5.5813	5.9199	8.1120	0.3658	19.9790
2011	4.9662	5.2249	7.6530	0.4503	18.2944
2010	4.4891	4.5211	7.6870	0.4503	17.1475

(1) Per $1,000 of assessed value.

Source: Brevard County Tax Collector.

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City of Cocoa, Florida

Principal Taxpayers

Current and Nine Years Ago

2019

Rank	Taxpayer	Amount Levied	Percentage of Total City Levy
1	Wal-Mart Stores East LP	$ 434,798	7.48%
2	East Florida Motor Sales Inc.	64,868	1.12%
3	Cocoa Commons Station LLC	55,306	0.95%
4	Sam's East Inc	43,567	0.75%
5	Mike Erdman Motors Inc	42,935	0.74%
6	12550 LC	37,229	0.64%
7	Monmouth Real Estate Investment	30,919	0.53%
8	Sunris Mobile Home Park LLC	28,386	0.49%
9	ATC Clearlake LLC	27,211	0.47%
10	Beyel Brothers Inc	24,817	0.43%
	Total	$ 790,036	13.60%
	Total Amount Levied	$ 5,810,115	

Source: Brevard County Tax Collector.

Schedule 8

2010

Rank	Taxpayer	Amount Levied	Percentage of Total City Levy
1	Wal-Mart	$ 52,480	1.01%
2	Monmouth Real Estate Investment	35,913	0.69%
3	RLV Cocoa Commons	35,015	0.67%
4	12550, LC	29,628	0.57%
5	Home Depot USA, Inc	29,628	0.57%
6	Emerald Lakes of Cocoa, LLC	20,002	0.38%
7	Sam's East Inc.	18,364	0.35%
8	Cocoa Master Development, LLC	18,245	0.35%
9	Peoples First Community Bank	18,073	0.35%
10	Hopper, Gertrude K., Trust	17,621	0.34%
	Total	$ 274,969	5.27%
	Total Amount Levied	$ 5,216,952	

Source: Brevard County Tax Collector

City of Cocoa, Florida

Property Tax Levies and Collections

Last Ten Fiscal Years

Schedule 9

Fiscal Year	Amount Levied	Current Year Collections: Amount Collected	Current Year Collections: Percentage of Levy	Delinquent Tax Collections (1)	Total Collections to Date: Total Amount Collected	Total Collections to Date: Percentage of Levy
2019	$ 5,810,115	$ 5,399,899	92.94%	$ 235,616	$ 5,635,515	96.99%
2018	5,324,625	4,947,189	92.91%	224,292	5,171,481	97.12%
2017	5,142,260	4,768,944	92.74%	231,667	5,000,611	97.25%
2016	4,888,261	4,454,794	91.13%	244,447	4,699,241	96.13%
2015	4,668,943	4,275,053	91.56%	253,754	4,528,807	97.00%
2014	4,636,129	4,235,126	91.35%	284,980	4,520,107	97.50%
2013	4,452,014	4,173,107	93.74%	262,758	4,435,865	99.64%
2012	4,500,137	4,022,600	89.39%	309,298	4,331,898	96.26%
2011	4,600,154	4,040,240	87.83%	331,324	4,371,564	95.03%
2010	5,216,952	4,066,535	77.95%	413,677	4,480,212	85.88%

Source: Tax Certificate, Brevard County Property Appraiser.
Financial records of the City of Cocoa, Florida.

(1) Includes delinquent taxes, penalties and tax certificates.

Note: 2012 thru 2008 have been restated to be consistent with the 2013 presentation.

City of Cocoa, Florida

Water Rates

Last Ten Fiscal years

Schedule 10

TIER RATE STRUCTURE BY METER SIZE EFFECTIVE 10/01/2010

Meter Size	1st Tier	2nd Tier	3rd Tier	4th Tier
3/4"	0-6	7-12	13-24	over 24
1"	0-15	16-30	31-60	over 60
1.5"	0-42	43-84	85-168	over 168
2"	0-102	103-204	205-408	over 408
3"	0-420	421-840	841-1,680	over 1,680
4"	0-690	691-1,380	1,381-2,760	over 2,760
6"	0-3,300	3,301-6,600	6,601-13,200	over 13,200
8"	0-12,000	12,001-24,000	24,001-48,000	over 48,000
10"	0-21,000	21,001-42,000	42,001-84,000	over 84,000

TIER RATE STRUCTURE BY METER SIZE THROUGH 09/30/2010

Meter Size	1st Tier	2nd Tier	3rd Tier	4th Tier
3/4"	0-8	9-16	17-24	over 24
1"	0-20	21-40	41-60	over 60
1.5"	0-40	41-80	81-120	over 120
2"	0-100	101-200	201-300	over 300
3"	0-400	401-800	801-1,200	over 1,200
4"	0-600	601-1,200	1,200-1,800	over 1,800
6"	0-2,000	2,000-4,000	4,000-6,000	over 6,000
10"	0-20,000	20,001-40,000	40,001-60,000	over 60,000

INSIDE COCOA CITY LIMITS

BASE RATES

	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
3/4"	$ 15.66	$ 14.91	$ 14.34	$ 13.66	$ 13.26	$ 13.26	$ 12.63	$ 12.03	$ 11.40	$ 10.47
1"	37.92	36.11	34.72	33.07	32.11	32.11	30.58	29.12	27.60	25.30
1.5"	68.78	65.50	62.98	59.98	58.23	58.23	55.46	52.82	50.07	46.00
2"	172.03	163.84	157.54	150.04	145.67	145.67	138.73	132.12	125.23	115.00
3"	412.97	393.30	378.17	360.16	349.67	349.67	333.02	317.16	300.63	276.00
4"	619.45	589.95	567.26	540.25	524.51	524.51	499.53	475.74	450.94	414.00
6"	1,170.12	1,114.40	1,071.54	1,020.51	990.79	990.79	943.61	898.68	851.83	782.00
8"	1,626.18	1,548.74	1,489.17	1,418.26	1,376.95	1,376.95	1,311.38	1,248.93	1,183.82	N/A
10"	2,082.05	1,982.90	1,906.63	1,815.84	1,762.95	1,762.95	1,679.00	1,599.05	1,515.69	1,391.50
VOLUME RATES PER THOUSAND GALLONS										
1st Tier	$ 3.26	$ 3.10	$ 2.98	$ 2.84	$ 2.76	$ 2.76	$ 2.63	$ 2.50	$ 2.37	$ 2.10
2nd Tier	$ 6.24	$ 5.94	$ 5.71	$ 5.44	$ 5.28	$ 5.28	$ 5.03	$ 4.79	$ 4.54	$ 3.07
3rd Tier	$ 8.13	$ 7.74	$ 7.44	$ 7.09	$ 6.88	$ 6.88	$ 6.55	$ 6.24	$ 5.91	$ 4.53
4th Tier	$ 10.95	$ 10.43	$ 10.03	$ 9.55	$ 9.27	$ 9.27	$ 8.83	$ 8.41	$ 7.97	$ 6.50

OUTSIDE COCOA CITY LIMITS

BASE RATES

	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
3/4"	$ 17.23	$ 16.40	$ 15.77	$ 15.03	$ 14.59	$ 14.59	$ 13.89	$ 13.23	$ 12.54	$ 11.52
1"	41.71	39.72	38.19	36.38	35.32	35.32	33.64	32.03	30.36	27.83
1.5"	75.66	72.05	69.28	65.98	64.06	64.06	61.01	58.10	55.08	50.60
2"	189.23	180.22	173.29	165.04	160.23	160.23	152.60	145.33	137.75	126.50
3"	454.27	432.63	415.99	396.18	384.64	384.64	366.32	348.88	330.69	303.60
4"	681.40	648.95	623.99	594.28	576.96	576.96	549.48	523.31	496.03	455.40
6"	1,287.13	1,225.84	1,178.69	1,122.56	1,089.87	1,089.87	1,037.97	988.55	937.01	860.20
8"	1,788.80	1,703.61	1,638.09	1,560.09	1,514.65	1,514.65	1,442.52	1,373.82	1,302.20	N/A
10"	2,290.26	2,181.19	2,097.29	1,997.42	1,939.25	1,939.25	1,846.90	1,758.96	1,667.26	1,530.65
VOLUME RATES PER THOUSAND GALLONS										
1st Tier	$ 3.59	$ 3.41	$ 3.28	$ 3.12	$ 3.04	$ 3.04	$ 2.89	$ 2.75	$ 2.61	$ 2.31
2nd Tier	$ 6.86	$ 6.53	$ 6.28	$ 5.98	$ 5.81	$ 5.81	$ 5.53	$ 5.27	$ 4.99	$ 3.38
3rd Tier	$ 8.94	$ 8.51	$ 8.18	$ 7.80	$ 7.57	$ 7.57	$ 7.21	$ 6.86	$ 6.50	$ 4.98
4th Tier	$ 12.05	$ 11.47	$ 11.03	$ 10.51	$ 10.20	$ 10.20	$ 9.71	$ 9.25	$ 8.77	$ 7.15

City of Cocoa, Florida

Waste Water Rates

Last Ten Fiscal years

Schedule 11

BASE RATES - INSIDE COCOA CITY LIMITS:

Meter Size	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
3/4"	$ 15.13	$ 14.41	$ 13.86	$ 13.20	$ 12.82	$ 12.82	$ 12.21	$ 11.63	$ 11.51	$ 9.77
1"	28.31	26.96	25.92	24.69	23.97	23.97	22.83	21.74	21.52	18.31
1.5"	56.78	54.08	52.00	49.52	48.08	48.08	45.79	43.61	43.18	36.64
2"	141.87	135.11	129.91	123.72	120.12	120.12	114.40	108.95	107.87	91.59
3"	567.76	540.72	519.92	495.16	480.74	480.74	457.85	436.05	431.73	366.39
4"	851.64	811.09	779.89	742.75	721.12	721.12	686.78	654.08	647.60	549.59
6"	1,532.96	1,459.96	1,403.81	1,336.96	1,298.02	1,298.02	1,236.21	1,177.34	1,165.68	989.26
8"	2,452.85	2,336.05	2,246.20	2,139.24	2,076.93	2,076.93	1,978.03	1,883.84	1,865.19	N/A
10"	3,525.99	3,358.09	3,228.93	3,075.17	2,985.60	2,985.60	2,843.43	2,708.03	2,681.22	N/A
Volume Rate Per 1,000 Gal.	$ 7.17	$ 6.83	$ 6.57	$ 6.26	$ 6.08	$ 6.08	$ 5.79	$ 5.51	$ 5.46	$ 4.63

BASE RATES - OUTSIDE COCOA CITY LIMITS:

Meter Size	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
3/4"	$ 18.92	$ 18.02	$ 17.33	$ 16.50	$ 16.03	$ 16.03	$ 15.26	$ 14.54	$ 14.39	$ 12.21
1"	35.39	33.70	32.40	30.86	29.96	29.96	28.54	27.18	26.90	22.89
1.5"	70.98	67.60	65.00	61.90	60.10	60.10	57.24	54.51	53.98	45.80
2"	177.32	168.88	162.38	154.65	150.15	150.15	143.00	136.19	134.84	114.49
3"	709.70	675.90	649.90	618.95	600.93	600.93	572.31	545.06	539.66	457.99
4"	1,064.54	1,013.85	974.86	928.44	901.40	901.40	858.48	817.60	809.50	686.99
6"	1,916.20	1,824.95	1,754.76	1,671.20	1,622.53	1,622.53	1,545.26	1,471.68	1,457.10	989.26
8"	3,066.06	2,920.06	2,807.75	2,674.05	2,596.16	2,596.16	2,472.54	2,354.80	2,331.49	N/A
10"	4,407.49	4,197.61	4,036.16	3,843.96	3,732.00	3,732.00	3,554.29	3,385.04	3,351.53	N/A
Volume Rate Per 1,000 Gal.	$ 8.98	$ 8.22	$ 7.83	$ 7.60	$ 7.60	$ 7.24	$ 6.89	$ 6.83	$ 5.79	$ 5.87

Source: Financial records of the City of Cocoa, Florida.

City of Cocoa, Florida

Water and Waste Water System Growth

Last Ten Fiscal Years

Schedule 12

Water System

Year	Number of Customers	Increase in Customers	Annual Revenue*	Increase in Revenue	Avg. Daily Flow (mdg**)	Change in Avg. Daily Flow
2019	83,649	1.71%	$ 52,215,889	6.02%	20.166	-0.65%
2018	82,246	2.06%	49,249,171	0.75%	20.298	-7.44%
2017	80,582	0.47%	48,880,866	6.78%	21.929	3.21%
2016	80,206	0.78%	45,776,069	3.15%	21.247	-3.22%
2015	79,589	1.52%	44,378,086	-2.15%	21.954	3.44%
2014	78,398	-2.24%	45,354,935	3.20%	21.223	-5.13%
2013	80,198	0.69%	43,949,338	5.08%	22.370	-0.27%
2012	79,647	0.53%	41,823,688	4.11%	22.430	-2.51%
2011	79,228	0.38%	40,171,798	14.15%	23.007	-10.74%
2010	78,928	3.00%	35,192,798	-2.40%	25.776	2.42%

Waste Water System

Year	Number of Customers	Increase in Customers	Annual Revenue*	Increase in Revenue	Avg. Daily Flow (mdg**)	Change in Avg. Daily Flow
2019	7,336	4.00%	$ 5,570,678	7.72%	2.040	-11.61%
2018	7,054	0.96%	5,171,562	-1.85%	2.308	6.07%
2017	6,987	-0.77%	5,269,276	5.25%	2.176	4.77%
2016	7,041	1.53%	5,006,306	2.99%	2.077	-2.90%
2015	6,935	0.52%	4,860,790	2.52%	2.139	19.10%
2014	6,899	12.16%	4,741,096	2.40%	1.796	-10.65%
2013	6,151	-8.63%	4,629,901	3.62%	2.010	3.61%
2012	6,732	-0.77%	4,468,058	-2.16%	1.940	-3.96%
2011	6,784	0.70%	4,566,617	14.13%	2.020	-1.94%
2010	6,737	-0.55%	4,001,072	-2.35%	2.060	6.74%

* Revenues exclude miscellaneous charges for services not directly related to consumption.
** mgd = million gallons per day.

Source: Financial records of the City of Cocoa, Florida.

City of Cocoa, Florida

Ratio of Outstanding Debt by Type

Last Ten Fiscal Years

	Governmental Activities					
Fiscal Year	Capital Improvement Revenue Bonds	Fire Protection Assessment Revenue Bond	Cocoa Redevelopment Agency Revenue Bonds	Capital Leases	Note Payable	Net Issuance Discounts & Premiums
2019	$ 7,935,000	$ 7,560,000	$ -	$ 35,652	$ 2,492,000	$ 421,240
2018	8,731,065	7,679,356	-	68,562.00	3,103,000	445,421
2017	9,051,647	7,837,955	-	-	3,700,000	469,602
2016	9,376,026	-	-	-	4,286,000	(173,974)
2015	9,642,327	-	297,729	-	4,857,000	(182,673)
2014	9,898,628	-	573,229	-	3,377,000	(191,372)
2013	10,144,929	-	838,729	64,536	3,726,000	(200,701)
2012	10,381,230	-	1,378,500	236,158	2,718,000	(208,770)
2011	10,607,531	-	1,625,000	435,801	2,953,000	(217,469)
2010	13,573,832	-	1,863,000	547,833	-	(226,168)

(1) See Schedule 18 - Demographic and Economic Statistics.

Schedule 13

Business-type Activities						
Water and Sewer Bonds	Capital Leases	Note and Loans Payable	Net Issuance Discounts & Premiums	Total Primary Government	Percentage of Personal Income (1)	Per capita (1)
$ 86,160,000	$ -	$ 15,930,125	$ 6,826,218	$ 127,360,235	14.5%	$ 6,589
56,135,000	-	17,952,442	(350,026)	93,764,820	11.2%	4,862
57,739,956	-	19,919,095	(380,044)	98,338,211	12.9%	5,181
60,295,739	-	22,026,569	(369,261)	95,441,099	12.5%	5,068
62,726,522	-	24,059,149	(358,478)	101,041,576	14.1%	5,517
65,037,304	-	26,161,299	(347,696)	104,508,392	15.5%	5,912
65,224,990	-	28,332,602	(336,913)	107,794,172	16.2%	6,180
67,212,256	-	30,451,616	(326,131)	111,842,859	16.8%	6,480
69,625,331	44,559	32,701,997	(315,348)	117,460,402	18.5%	6,814
47,093,879	264,029	33,837,921	47,526	97,001,852	15.8%	5,659

City of Cocoa, Florida

Ratio of Net General Bonded Debt Outstanding

Last Ten Fiscal Years

Schedule 14

	General Bonded Debt Outstanding						
Fiscal Year	Capital Improvement Revenue Bonds	Fire Protection Assessment Revenue Bond	Total	Percentage of Actual Taxable Value of Property (in thousands)	Per Capita	Population (1)	Net Assessed Value (in thousands)
2019	$ 7,935,000	$ 7,560,000	$ 15,495,000	0.016	801.69	19,328	$ 967,727
2018	8,731,065	7,679,356	16,410,421	0.019	850.90	19,286	857,338
2017	9,051,647	7,837,955	16,889,602	0.020	889.77	18,982	857,338
2016	9,376,026	-	9,376,026	0.011	497.85	18,833	817,571
2015	9,642,327	-	9,642,327	0.012	526.53	18,313	817,571
2014	9,898,628	-	9,898,628	0.013	559.94	17,678	780,889
2013	10,144,929	-	10,144,929	0.013	581.60	17,443	775,130
2012	10,381,230	-	10,381,230	0.013	601.50	17,259	797,666
2011	10,607,531	-	10,607,531	0.012	615.36	17,238	906,152
2010	13,573,832	-	13,573,832	0.013	813.49	16,686	1,024,738

(1) Source: Bureau of Economic and Business Research, University of Florida.

State Statutes impose no limitation on the amount of bonded debt the City can issue and the City has not adopted a legal debt limit.

City of Cocoa, Florida

Direct and Overlapping Governmental Activities Debt

September 30, 2019 **Schedule 16**

Governmental Unit	Debt Outstanding (1)	Applicable Percentage (2)	City's Estimated Share of Direct and Overlapping Debt
Brevard County	$ 46,145,107	2.28%	$ 1,052,108
City of Cocoa Direct Debt (Governmental Activities)			
Revenue Bonds net of related premiums and discounts			15,916,240
Revenue Notes			2,492,000
Capital Leases			35,652
			18,408,240
Total Direct and Overlapping Debt			$ 19,460,348

(1) Source: Brevard County Comprehensive Annual Financial Report. Table 12

(2) Source: Brevard County Comprehensive Annual Financial Report. Table 7

City of Cocoa, Florida

Pledged Revenue Coverage

Last Ten Fiscal Years - (in thousands of dollars)

Schedule 17

	Water and Sewer System Revenue Bonds						
				Debt Service			
Fiscal Year	Pledged Revenues (1)	Less: Operating Expenses (2)	Net Available Revenue	Principal (3)	Interest (4)	Total	Coverage (5)
2019	$ 64,937	$ 30,992	$ 33,945	$ 3,580	$ 4,121	$ 7,701	4.41
2018	59,569	32,889	26,680	2,670	3,071	5,741	4.65
2017	58,263	31,557	26,706	2,545	2,994	5,539	4.82
2016	55,856	30,195	25,661	2,420	3,124	5,544	4.63
2015	53,736	29,455	24,281	2,300	3,248	5,548	4.38
2014	54,392	27,793	26,599	2,180	3,362	5,542	4.80
2013	53,301	27,603	25,698	2,095	3,434	5,529	4.65
2012	50,601	26,627	23,974	2,295	3,492	5,787	4.14
2011	48,903	26,561	22,342	2,220	3,287	5,507	4.06
2010	43,621	31,174	12,447	2,160	2,410	4,570	2.72

(1) Pledged revenues include operating and non-operating revenues of the Water and Sewer System, excluding impact fees, capital contributions, and intergovernmental. Beginning in 2019, interfund administrative charges are excluded.

(2) Operating expenses excludes interest and depreciation.

(3) Bond proceeds from revenue refunding bonds are excluded since payments are made with proceeds and not pledged revenues. Accordingly, they are not included in the above calculation.

(4) Excludes subsidy received for Series 2010 Build America Bonds.

(5) Required coverage is 1.25.

City of Cocoa, Florida

Demographic and Economic Statistics

Last Ten Fiscal Years

Schedule 18

Fiscal Year	Population (1)	Personal Income	Per Capita Personal Income (2)	Unemployment Rate (3)
2019	19,328	$ 877,974,400	$ 45,425	3.3%
2018	19,286	840,715,312	43,592	3.7%
2017	18,982	791,264,670	41,685	4.6%
2016	18,833	762,943,663	40,511	5.2%
2015	18,313	717,832,974	39,198	6.1%
2014	17,678	672,382,730	38,035	6.9%
2013	17,443	664,264,326	38,082	7.9%
2012	17,259	663,936,471	38,469	9.1%
2011	17,238	634,461,828	36,806	11.6%
2010	17,140	614,417,580	35,847	11.8%

(1) Source 2014, 2009: United States Census Bureau, American Fact Finder, Cocoa City, Florida.

(1) Source 2018-2015, 2013-2010: Bureau of Economic and Business Research, University of Florida.

(2) Source: U.S. Department of Commerce, Bureau of Economic Analysis

(3) Source: U.S. Department of Labor, Bureau of Labor Statistics, Palm Bay-Melbourne-Titusville, FL (Metropolitan Areas). Based on an average of the monthly unemployment rates throughout the fiscal year.

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City of Cocoa, Florida

Principal Employers

Current and Nine Years Ago

	2019		
Rank	**Employer**	**Employees (1)**	**% of Total Employment (2)**
1	Eastern Florida State College - Cocoa Campus	521	4.38%
2	City of Cocoa	456	3.83%
3	Beyel Brothers Inc..	432	3.63%
4	Wal-Mart Distribution	425	3.57%
5	Wal-Mart Associates Inc.	340	2.86%
6	Erdman Automotive (Nissan & Toyota)	243	2.04%
7	Brevard Robotics	188	1.58%
8	Sam's Club	150	1.26%
9	Aging Matters in Brevard	129	1.08%
10	Bob Steel Chevrolet Inc.	120	1.01%
		3,004	25.23%

(1) Source: The companies listed above.

(2) Source: Space Coast Economic Development Council.

Schedule 19

2010

Rank	Employer	Employees	% of Total Employment
1	Brevard Public Schools	524	6.57%
2	Brevard Community College	480	6.02%
3	City of Cocoa	438	5.49%
4	Wal-Mart Supercenter	353	4.43%
5	Beyel Brothers Crane & Rigging	202	2.53%
6	Florida Solar Energy Center	150	1.88%
7	Sam's Club	130	1.63%
8	Ocean Potion	129	1.62%
9	Publix	128	1.61%
10	Fed Ex Ground Distribution Center	120	1.51%
	Total Employees	2,654	33.29%

Source: Bureau of Economic and Business Research.

City of Cocoa, Florida

Full-Time Equivalent City Government Employees by Function/Program

Last Ten Fiscal Years

Function/Program	2019	2018	2017	2016
General government				
City Manager/OMB	5.00	4.00	4.00	3.00
City Clerk	3.00	3.00	3.00	3.00
Finance	11.50	11.50	11.50	12.00
Customer Service	22.00	29.00	28.00	26.00
Human Resources	6.50	5.50	6.50	7.00
Purchasing	3.00	3.00	3.00	3.00
Information Technology	10.50	9.50	9.50	8.50
Fleet Services	6.50	6.00	7.00	7.00
Community Services	13.00	9.80	11.80	16.00
Other	0.00	0.00	0.00	0.00
Public Safety				
Police Department	97.00	95.00	92.50	89.50
Fire Department	47.00	48.00	45.00	44.00
Public Works	27.80	24.80	26.80	28.00
Water	150.50	150.00	149.00	128.00
Wastewater	37.00	36.00	36.00	33.00
Stormwater	7.60	5.40	7.40	6.00
Recreation	8.50	4.50	5.00	5.00
Total	456.40	445.00	446.00	419.00

Source: City of Cocoa Finance Department.

Note 1: In fiscal year 2017, the City of Cocoa moved Code Enforcement from Community Services to Public Safety - Police Department.

Note 2: For fiscal years 2010 to 2012, OMB reported to the City Manager department. Beginning in fiscal year 2013 OMB moved to the Finance department.

Schedule 20

2015	2014	2013	2012	2011	2010
3.00	3.00	1.00	4.00	7.00	5.00
3.00	3.00	3.00	3.00	3.00	3.50
11.00	12.00	10.50	8.50	8.50	8.00
25.00	25.00	18.00	20.00	18.00	18.50
6.00	4.00	4.00	3.50	4.34	5.25
3.00	2.00	2.00	2.00	2.00	4.25
7.50	8.00	7.00	8.00	8.33	7.25
7.00	7.00	7.00	7.50	7.33	6.25
18.00	17.00	15.00	17.00	18.00	15.00
0.00	0.00	0.00	2.50	5.00	5.00
95.25	92.00	90.00	87.50	89.00	94.00
44.00	43.00	39.00	39.00	41.00	39.00
27.00	27.00	26.00	26.00	28.00	22.00
127.00	129.00	135.50	140.00	133.50	142.00
33.00	28.00	30.00	29.00	28.00	34.00
5.00	7.00	3.00	5.00	5.00	5.00
5.00	3.00	2.00	3.50	6.00	10.00
419.75	410.00	393.00	406.00	412.00	424.00

City of Cocoa, Florida

Operating Indicators by Function/Program

Last Ten Fiscal Years

	2019	2018	2017 (1)	2016
Function/Program				
General government				
Building permits issued	2,012	1,503	1,084	1,063
Building inspections conducted	4,695	2,738	3,294	3,618
Police				
Physical arrests	1,450	1,451	1,274	1,054
Parking violations	34	31	49	48
Traffic violations	2,380	2,455	2,568	1,630
Fire				
Emergency responses	5,323	5,425	5,413	5,139
Fire responses	95	107	144	107
Inspections	1,226	252	199	83
Public Works				
Streets resurfacing (miles)	2.00	-	6	4
Water				
New connections	1,078	916	803	707
Water main breaks	84	75	135	83
Average daily consumption (thousands of gallons)	20,166	20,298	21,929	21,247
Peak daily consumption (thousands of gallons)	25,292	26,444	27,695	28,271
Wastewater				
Average daily sewage treatment (thousands of gallons)	2,040	2,308	2,176	2,077

Source: Various City of Cocoa departments.

(1) Beginning in fiscal year 2017, the Fire Department performs new business and annual fire inspections. The Building Division performs initial fire inspections during the building permit process (not included herein).

(2) In fiscal year 2013, the City discontinued annual fire inspections. The Building Division conducts inspections for state-licensed facilities upon request.

(3) Community Services employees provide services to the Community Redevelopment Agencies, whose costs are classified as Economic Environment in the Statement of Activities.

Schedule 21

2015	2014	2013 (2)	2012	2011	2010
996	917	815	700	775	824
3,669	2,890	2,118	1,838	2,142	2,860
1,543	1,636	1,510	1,501	1,938	2,239
24	12	19	57	34	33
2,096	3,161	2,455	2,162	3,877	4,835
4,835	4,481	4,085	4,253	4,092	3,125
96	108	90	117	221	268
73	102	349	2,123	2,332	2,298
2	4	-	1	3	3
719	522	612	463	359	442
107	118	105	128	105	126
21,954	21,223	22,370	22,430	23,008	25,758
27,550	26,867	29,028	27,093	31,179	34,258
2,139	1,796	1,930	2,020	2,570	2,300

City of Cocoa, Florida

Capital Asset Statistics by Function/Program

Last Ten Fiscal Years

	2019	2018	2017	2016	2015
Function/Program					
Police Stations	1	1	1	1	1
Fire Stations	3	3	3	3	3
Other Public Works					
Streets (miles)	79	79	79	79	79
Street Lights	2,182	2,182	2,182	2,182	2,004
Traffic Signals	146	146	146	146	146
Water					
Water mains (miles)	1,369	1,360	1,353	1,341	1,339
Fire Hydrants in Cocoa	701	699	689	687	685
Fire Hydrants - Total System	6,773	6,718	6,658	6,590	6,499
Storage capacity (thousands of gallons)	22,500	22,500	22,500	22,500	22,500
Wastewater					
Sanitary sewers (miles) (1)	130	130	119	118	118
Treatment capacity (thousands of gallons)	4,500	4,500	4,500	4,500	4,500

Sources: Various City of Cocoa departments.

(1) City of Cocoa, Sanitary Sewers (miles) for fiscal years 2017, 2016 and 2015 have been restated to exclude Private Sewer miles.

Schedule 22

2014	2013	2012	2011	2010
1	1	1	1	1
3	3	3	3	3
93	93	93	93	93
2,004	2,004	2,004	2,004	2,004
146	146	146	146	146
1,331	1,325	1,322	1,321	1,319
687	684	684	683	658
6,515	6,467	6,442	6,424	6,397
22,500	22,500	22,500	22,500	22,500
117	117	117	117	117
4,500	4,500	4,500	4,500	4,500

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

The Honorable Mayor and
Members of the City Council
City of Cocoa, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Cocoa, Florida, (the "City") as of and for the fiscal year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated April 29, 2020.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The Honorable Mayor and
Members of the City Council
City of Cocoa, Florida

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's basic financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, grant agreements and contracts, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Pursuant to provisions of Chapter 10.550, *Rules of the Auditor General,* we reported certain matters to management of the City in a separate management letter and Independent Accountant's Report dated April 29, 2020.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

MSL, P.A.

Certified Public Accountants

Orlando, Florida
April 29, 2020



INDEPENDENT AUDITOR'S MANAGEMENT LETTER

The Honorable Mayor and
Members of the City Council
City of Cocoa, Florida

Report on the Financial Statements

We have audited the basic financial statements of the City of Cocoa, Florida (the "City") as of and for the fiscal year ended September 30, 2019, and have issued our report thereon dated April 29, 2020.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations,* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards* ("Uniform Guidance"); and Chapter 10.550, *Rules of the Auditor General*.

Other Reporting Requirements

We have also issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards,* Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control over Compliance and Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance, Schedule of Findings and Questioned Costs, and Independent Accountant's Report on an examination conducted in accordance with AICPA *Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General.* Disclosures in those reports and schedule, which are dated April 29, 2020, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., *Rules of the Auditor General,* requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial report. Corrective actions have been taken to address findings and recommendations made in the preceding financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., *Rules of the Auditor General,* requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The legal authority is disclosed in the notes to the financial statements.

The Honorable Mayor and
Members of the City Council
City of Cocoa, Florida

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General,* require us to apply appropriate procedures and report the results of our determination as to whether or not the City has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific conditions met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), *Rules of the Auditor General,* we applied financial condition assessment procedures. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based, in part, on representations made by management and the review of financial information provided by same. The assessment was done as of the fiscal year end.

Section 10.554(1)(i)2., *Rules of the Auditor General,* requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Special District Component Units

Section 10.554(1)(i)5.c., *Rules of the Auditor General,* requires, if appropriate, that we communicated the failure of a special district that is a component unit of a county, municipality, or special district, provided the financial information necessary for proper reporting of the component unit, within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we determined that all special district component units provided the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Additional Matters

Section 10.554(1)(i)3., *Rules of the Auditor General,* requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal and other granting agencies, the Mayor, City Council, and applicable management and is not intended to be, and should not be, used by anyone other than these specified parties.

MSL, P.A.

Certified Public Accountants

Orlando, Florida
April 29, 2020

MSL
Certified Public Accountants

INDEPENDENT ACCOUNTANT'S REPORT

The Honorable Mayor and
Members of the City Council
City of Cocoa, Florida

We have examined the City of Cocoa, Florida's (the "City") compliance with the requirements of Section 218.415, Florida Statutes, during the fiscal year ended September 30, 2019. Management is responsible for the City's compliance with those requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the City complied with those requirements. An examination involves performing procedures to obtain evidence about the City's compliance with those requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the City's compliance with specified requirements.

In our opinion, the City complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2019.

MSL, P.A.

Certified Public Accountants

Orlando, Florida
April 29, 2020

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Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE AND REPORT ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE

The Honorable Mayor and
Members of the City Council
City of Cocoa, Florida

Report on Compliance for Each Major Federal Program

We have audited the compliance of the City of Cocoa, Florida (the "City") with the types of compliance requirements described in the OMB *Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the fiscal year ended September 30, 2019. The City's major federal programs are identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs and state projects.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations,* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). Those standards, and the Uniform Guidance, require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our unmodified opinions on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Each Major Federal Program

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2019.

Report on Internal Control over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to in the first paragraph of this section. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program and state project to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on compliance for each major federal program and state project and to test and report on internal control over compliance in accordance with the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General,* but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program or state project on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program or state project will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program or state project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General.* Accordingly, this report is not suitable for any other purpose.

The Honorable Mayor and
Members of the City Council
City of Cocoa, Florida

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activity, each major fund, aggregate remaining fund information, and the aggregate discretely presented component units of the City as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon April 29, 2020, which contained unmodified opinions on those financial statements. Our report on the basic financial statements also contained references to the reports of other auditors. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis, as required by the Uniform Guidance, and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting, and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

MSL, P.A.

Certified Public Accountants

Orlando, Florida
April 29, 2020

City of Cocoa, Florida
Schedule of Expenditures of Federal Awards
For the Fiscal Year Ended September 30, 2019

Federal Agency/Pass-through Grantor/Program Title	*Contract / Grant No.*	*CFDA No.*	*Expenditures*	*Transfers to Subrecipient*
U.S DEPARTMENT OF COMMERCE				
Indirect Program, Pass through State of Florida Department of Environmental Protection				
Vulnerability Assessment Grant DEP Agreement No. CM743	NA16NOS4190120	11.419	$ 77,200	
Total U.S Department of Commerce			**$ 77,200**	
U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT				
Direct Program				
Community Development Block Grants/Entitlement Grants	B-16-MC-12-0003	14.218	$ 41,508	
Community Development Block Grants/Entitlement Grants	B-17-MC-12-0003	14.218	78,409	
Community Development Block Grants/Entitlement Grants	B-18-MC-12-0003	14.218	76,468	$ 26,833
Subtotal - Direct Programs			**$ 196,385**	
Indirect Program, Pass through Brevard County:				
Home Investment Partnerships Program	M-19-DC-12-00200	14.239	$ 6,591	
Subtotal - Indirect Programs			**$ 6,591**	
Total U.S Department of Housing & Urban Development			**$ 202,976**	
U.S. DEPARTMENT OF JUSTICE				
Direct Program				
Bulletproof Vest Partnership Program				
Public Safety Partnership and Community Policing Grant	2017	16.607	**$ 7,085**	
Edward Byrne Memorial Justice Assistance Grant Program - 2018	2018-DJ-BX-0546	16.738	**24,879**	
Body-Worn Camera Policy and Implementation Program	2017-BC-BX-0009	16.835	**18,000**	
Subtotal - Direct Programs			**$ 49,964**	
Indirect Program, pass through Florida Attorney District General's Office				
Crime Victim Assistance	VOCA-2018-City of Cocoa Police Depa-00254	16.575	**$ 96,158**	
Subtotal - Indirect Programs			**96,158**	
Total U.S. Department of Justice			**$ 146,122**	
FEDERAL EMERGENCY MANAGEMENT AGENCY				
Indirect Program, Pass through State of Florida, Division of Emergency Management				
Disaster Grants - Public Assistance - (Presidentially Declared Disasters)				
Hurricane Matthew (NOTE 5)	FEMA-4283-DR-FL	97.036	$ 27,524	
Hurricane Irma (NOTE 5)	FEMA-4337-DR-FL	97.036	1,277,008	
Total Federal Emergency Management Agency			**$ 1,304,532**	
UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES				
Indirect Program, Pass through State of Florida, Department of Health,				
Division of Emergency Preparedness and Community Support				
Emergency Medical Services Data Collection	6NU90TP9219980106	93.354	$ 34,880	
Total U.S Department of Health and Human Services			**$ 34,880**	
TOTAL EXPENDITURES OF FEDERAL AWARDS			**$ 1,765,710**	$ 26,833

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

NOTE 1 - REPORTING ENTITY
For reporting entity purposes, the Schedule of Expenditures of Federal Awards includes only the activities of the primary government of the City of Cocoa, Florida.

NOTE 2 - SUMMARY OFSIGNIFICANT ACCOUNTING POLICIES
The Schedule of Expenditures of Federal Awards is prepared on the modified accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America as applicable to governmental organizations.

NOTE 3 - CONTINGENCIES
Grant monies received by the City are for specific purposes and are subject to review by the grantor agencies. Such audits may result in requests for reimbursement due to disallowed expenditures. Based upon prior experience, the City does not believe such disallowances, if any, would have a material effect on the financial position of the City. As of September 30, 2019, there were no material questioned or disallowed costs as a result of grant audits in process or completed of which management was aware. Any adjustments as a result of grant findings are recorded in the year the adjustment occurs.

NOTE 4 - INDIRECT COST RATE
The City has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 5 - DISASTER GRANTS - PUBLIC ASSISTANCE
Expenditures for Hurricane Matthew and Hurricane Irma were incurred during fiscal years 2017, 2018 and 2019. Emergency Assistance projects were approved and obligated by Florida Public Assistance in fiscal years 2018 and 2019. Projects not obligated by Florida Public Assistance are not considered as expenses towards a Disaster Grant, therefore the City did not meet the threshold of spending to meet the requirement for a "Schedule of Expenditures of Federal Awards (SEFA)" in fiscal year 2018. For full disclosure of federal funds received for both hurricanes, expenses incurred and covered by "Disaster Grants - Public Assistance - (Presidentially Declared Disasters)" for fiscal years 2017, 2018 and 2019 and obligated and/or reimbursed in FY2018 and 2019 have been included in the FY 2019 SEFA.

CITY OF COCOA, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

For the Year Ended September 30, 2019

SECTION I - SUMMARY OF INDEPENDENT AUDITOR'S RESULTS

Financial Statements

Type of Auditor's Report Issued:	**Unmodified Opinion**	
Internal control over financial reporting:		
• Material weakness(es) identified?	___ Yes	_X_ No
• Significant deficiency(ies) identified?	___ Yes	_X_ None reported
Noncompliance material to financial statements noted?	___ Yes	_X_ No

Federal Awards

Internal control over major programs:		
• Material weakness(es) identified?	___ Yes	_X_ No
• Significant deficiency(ies) identified?	___ Yes	_X_ None reported
Type of report issued on compliance for major federal programs:	**Unmodified Opinion**	
Any audit findings disclosed that are required to be reported in accordance with Section 200.516(a) of the Uniform Guidance?	___ Yes	_X_ No

Identification of Major Federal Programs and Major State Projects:

CFDA Number(s)	Name of Federal Program(s)
97.036	FEMA Disaster Grants – Public Assistance

Dollar threshold used to distinguish between Type A and Type B programs:	Federal	$750,000
Auditee qualified as low-risk auditee?	___ Yes	_X_ No

CITY OF COCOA, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS *(Continued)*

For the Year Ended September 30, 2019

Section II - Findings Related to the Financial Statement Audit, as required to be reported in accordance with *Government Auditing Standards.*

No matters are reported.

Section III - Federal Award Findings and Questioned Costs Section reported in accordance with the Uniform Guidance.

No matters are reported.

Section IV - Status of Prior Year Findings

No matters were reported in the prior year affecting federal financial assistance programs.

Finance Department
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8600 I Fax: (321) 433-8608

AFFIDAVIT OF IMPACT FEE COMPLIANCE

The City of Cocoa has complied with Section 163.31801 of Florida Statutes regarding accounting and reporting impact fee collections and expenditures for Fiscal Year 2019.

Rebecca Bowman, MBA, CGFO, CGFM
Finance Director

STATE OF FLORIDA
COUNTY OF BREVARD:

SWORN TO AND SUBSCRIBED before me this 30th day of April, 2020, by Rebecca Bowman who is personally known to me.

SIGNATURE OF NOTARY PUBLIC-STATE OF FLORIDA

Colleen S. O'Donnell
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG087367
Expires 6/4/2021

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Legislation Details (With Text)

File #:	20-238	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	4/24/2020			**In control:**	City Council
On agenda:	5/13/2020			**Final action:**	
Title:	Approve a Resolution revising the building permit fee schedule related to the issuance of building permits pursuant to the Florida Building Code and repealing Resolution 2013-037 in its entirety. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution 2020- Cocoa Building Permit Fees.pdf Exhbit A - Cocoa Building Permit Fee Schedule.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 24, 2020
Agenda Date: May 13, 2020
Prepared By: Nancy A. Bunt, Community Services Director
Through: Matt Fuhrer, Interim City Manager
Requested Action:
Approve a Resolution revising the building permit fee schedule related to the issuance of building permits pursuant to the Florida Building Code and repealing Resolution 2013-037 in its entirety.

BACKGROUND:

Under Florida's regulatory system of building construction, local governments are responsible for administering and enforcing the building code provisions of the Florida Building Code. Toward that end, Section 553.80, *Florida Statues,* enables local governments to provide a schedule of fees for the purposes of carrying out its statutory responsibility to enforce the Florida Building Code. The fee schedule shall be based on direct costs and reasonable indirect costs associated with review of building plans, building inspections, re-inspections and building permit processing; building code enforcement; and fire inspections associated with new construction. The fees may also include training costs associated with the enforcement of the Florida Building Code and enforcement action pertaining to unlicensed contractors.

On April 22, 2020, in order to encourage residential and nonresidential building strategies to promote energy efficient measures, including renewable energy installations such as solar photovoltaic and thermal systems, City Council requested staff bring back a Resolution amending Resolution 2013-37, which previously established a schedule of building permits fees and eliminate

the building permit fee associated with solar photovoltaic and thermal systems. The attached resolution repeals Resolution 2013-37 in its entirety and adopts the updated and revised fee schedule "Exhibit A". The solar photovoltaic and thermal systems permit fee is based upon valuation. A note was added to the revised fee schedule that states, *"There shall be no building, electric, and plumbing permit fees for any building, electric, or plumbing permit application filed with the City related to the installation of solar photovoltaic and thermal systems."*

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

It is unknown how many building permit applications the City will receive. However, for the period of May 8, 2019 through April 7, 2020, the City received eight (8) building permits for the installation of solar photovoltaic and thermal systems. The permit fee waivers totaled $1,160.40.

For the period of January 1, 2018 through December 31, 2018 the City of Cocoa issued 15 residential building permits for the installation of solar photovoltaic and thermal systems. The permit fee waiver totaled $1,251.

Based on the previous two years, staff believes the budgetary impact would be a reduction of permit fees in the amount of $1,205 annually.

PREVIOUS ACTION:

On April 22, 2020, City Council requested that staff bring a Resolution amending Resolution 2013-37, which previously established a schedule of building permits fees and eliminate the building permit fee associated with solar photovoltaic and thermal systems.

On May 8, 2019, City Council approved Resolution 2019-032 providing for a temporary waiver of building permit fees related to the installation of solar photovoltaic and thermal systems for a period of one year.

RECOMMENDED MOTION:

Approve a Resolution revising the building permit fee schedule related to the issuance of building permits pursuant to the Florida Building Code and repealing Resolution 2013-037 in its entirety.

RESOLUTION NO. 2020- 144

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, REVISING THE BUILDING PERMIT FEE SCHEDULE RELATED TO THE ISSUANCE OF BUILDING PERMITS PURSUANT TO THE FLORIDA BUILDING CODE; REPEALING RESOLUTION 2013-37 IN ITS ENTIRETY; PROVIDING FOR THE REPEAL OF PRIOR, INCONSISTENT RESOLUTIONS; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, section 166.222, Florida Statutes, provides that the City Council may establish a schedule of reasonable fees in order to defer the costs of inspection and enforcement of the provisions of the Florida Building Code; and

WHEREAS, the City Council previously adopted Resolution 2013-37, which set forth the City's various fees related to Florida Building Code permitting and processing; and

WHEREAS, the City Council desires to repeal Resolutions 2013-37 in its entirety and to adopt the updated and revised fee schedule set forth herein; and

WHEREAS, the City Council deems this Resolution to be in the best interest of the health, safety and welfare of the citizens of the City of Cocoa.

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

SECTION 1. Recitals. The above recitals are hereby deemed true and correct and by this reference are adopted by the City of Cocoa as though fully set forth herein.

SECTION 2. Adoption of Fee Schedule. Pursuant to its authority set forth in section 166.222, Florida Statutes, the City Council of the City of Cocoa hereby adopts the fee schedule set forth in **Exhibit "A,"** attached hereto and fully incorporated herein by this reference.

SECTION 3. Repeal of Prior Inconsistent Resolutions. City of Cocoa Resolution 2013-37 is hereby repealed in its entirety, and any other prior resolutions inconsistent with this Resolution are hereby repealed to the extent of the conflict.

SECTION 4. Severability. If any section, clause, phrase, word, or provision is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for

substantive or procedural reasons, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution.

SECTION 5. Effective Date. This resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa.

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

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, City Clerk

"EXHIBIT A"

Residential Occupancy Construction*		
Permit Type	**Valuation**	
	First $1,000 of project cost	**$1,001 +**
Building	$72	$72, plus $3.25/$1,000
Fire Prevention	None.	
Non-Residential Construction*		
Permit Type	**Valuation**	
	First $1,000 of project cost	**$1,001 +**
Building	$92	$92, plus $5.25/$1,000
Fire Prevention	$50.00 + 0.0025 x the job value	

*All fees include mechanical, electrical and plumbing (MEP) fees.

*There shall be no building, electric, and plumbing permit fees for any building, electric, or plumbing permit application filed with the City related to the installation of solar photovoltaic and thermal systems.

*There is a State Surcharge of 3% of the "building" permit cost or $4.00, whichever is greater, for all building permits.

Building Code (Residential & Non-Residential)	
Conditional Certificate of Occupancy	$40.00
Extension of Time	$40.00
Plot Plan Revisions	$40.00
Re-inspection Fee (1st re-inspection is free)	$100.00 each time
Re-Issue Permit (change of contractor, subcontrator, owner)	$40.00
Review and stamping additional sets of plans	$10.00 per page
Work without a permit*	100% of the permit fee
Plan Examination Fee	50% of permit fee shall be collected upon application submittal
Failure to schedule final inspection	$100
After hours inspections	$40.00 per hour

*This provision shall not apply to emergency work when delay would clearly have placed life or property in imminent danger. However, in all cases the required permit(s) must be submitted within two (2) business days and any unreasonable delay in obtaining those permit(s) shall result in a penalty of one hundred (100) percent of the usual permit fee in addition to the required permit fees. The Building Official may grant extensions of time or waive penalty fees when justifiable cause has been demonstrated in writing.

Permit fee refunds: No refund will be granted on any permit with a fee of less than the base residential fee or base commercial fee. For permits having a fee in excess of the base permit fee, up to fifty (50) percent of the amount in excess of the base fee may be refunded, provided a written request with the original permit attached is submitted to the building official within ninety (90) day's of the permits date of issuance. Such written request should state the reasons the refund is requested. The building official may, in the building official's sole discretion and upon good cause, authorize a refund of any permit fee in excess of the base fee.

Miscellaneous Permit Fee Schedule	Residential Occupancy Fee	Commercial/ Industrial Fee
Door	$72.00	$92.00
Fences or Masonary Wall	$72.00	$92.00
Garage Door	$72.00	$92.00
Hurricane Shutters (Non-Electric)	$72.00	$92.00
Shed	$72.00	$92.00
Sign (Non-Illuminated)	$72.00	$92.00
Sign (Temporary)	$72.00	$92.00
Tent (temporary)	$72.00	$92.00
Aluminum Carport	$72.00	$92.00
Aluminum Patio/Screen Enclosure	$72.00	$92.00
Construction Trailer	$72.00	$92.00
Demolition	$72.00	$92.00
Driveway	$72.00	$92.00
Exterior Siding	$72.00	$92.00
HVAC (replacement only)	$72.00	$92.00
Landclearing	$72.00	$92.00
Retaining Wall	$72.00	$92.00
Slab	$72.00	$92.00
Spa (Electric Fee Only)	$72.00	$92.00
Swimming Pool (Above Ground)	$72.00	$92.00
Swimming Pool repair	$72.00	$92.00
Window Replacement	$72.00	$92.00

*Excluding mechanical, electrical and plumbing (MEP) construction work.

Legislation Details (With Text)

File #:	20-201	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Multi-Year Contract
File created:	3/27/2020			**In control:**	City Council
On agenda:	5/13/2020			**Final action:**	
Title:	Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Services from Spectrum; To Execute a Multi-Year Spectrum Customer Service Order between the City of Cocoa and Charter Communications Operating, LLC on behalf of Spectrum. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution Sole Source - Spectrum.doc City of Cocoa - EPL - Cocoa PD to Dyal Water Tx Plant_SA2.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 27, 2020
Agenda Date: May 13, 2020
Prepared By: Katherine Ennis, P.E., Utilities Deputy Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Services from Spectrum; To Execute a Multi-Year Spectrum Customer Service Order between the City of Cocoa and Charter Communications Operating, LLC on behalf of Spectrum

BACKGROUND:

The City of Cocoa currently operates the Dyal Water Treatment Plant (DWTP) in rural Orange County, Florida (about 12.7 miles west of the Cocoa Police Department on S.R. 520). The remote location of the plant presents a real challenge to provide network connectivity and computing infrastructure. Historically, the City and the Utilities Department have relied on long distance microwave radio connections to provide telecommunications services to the Dyal WTP. These wireless solutions are functional but at times drop signal and introduce unacceptable amounts of latency into the connection. The Utilities Department staff had previously budgeted capital funds to construct a fiber optic connection to the Dyal WTP (Option 1) since there were no telecommunications providers willing to offer fiber services at such a remote location. That situation has now changed with Spectrum offering a 500 Mbps fiber optic service to connect at the City's Police Department, the nearest network connection point, and provide services to the Dyal Plant (Option 2).

Staff has reviewed the two different options to create a hardline fiber optic connection from the Dyal WTP to the City network. The estimate for design and construction for Option 1 is approximately $700,000. The City would also be responsible for any future maintenance costs for the line. The costs for Option 2 are a service monthly fee of $1,750 plus a one-time install fee of $500. Any maintenance for the line would be included in the monthly fee.

After review of both options, staff recommends that City Council authorize the execution of the three-year agreement between Charter Communications Operating, LLC on behalf of Spectrum and the City of Cocoa, by way of Sole Source.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

All funding for the future monthly service fee will be budgeted within the appropriate operating account at the Dyal WTP and subject to future annual appropriation approvals from Council.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Services from Spectrum; To Execute a Multi-Year Spectrum Customer Service Order between the City of Cocoa and Charter Communications Operating, LLC on behalf of Spectrum.

Customer Service Order

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, https://enterprise.spectrum.com/ (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: Joseph E. Robinson III
Phone: 3217576487 ext:
Cell Phone: +1 3212618761
Email: joseph.robinsoniii@charter.com

Order # 11852648

Customer Information: Customer Code		
Business Name	CITY OF COCOA	**Customer Type:**
Billing Address **Attention To:** 65 Stone St Cocoa FL 32922-7982		**Account Number**
Billing Contact	**Billing Contact Phone**	**Billing Contact Email Address**
Diane Kaziak	(321) 433-8844	dkoziak@cocoafl.org
Authorized Contact	**Authorized Contact Phone**	**Authorized Contact Email Address**
Matthew Fuhrer	(321) 433-8686	mfuhrer@cocoafl.org
Technical Contact	**Technical Contact Phone**	**Technical Contact Email Address**
City of Cocoa - IT Distro	(321) 433-8550	itlicensing@cocoafl.org

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New and Revised Services and Monthly Charges At 1226 King St , Cocoa FL 32922

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Ethernet 500Mbps	1	$875.00	$875.00	36 Months
***Total**			**$875.00**	

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 28400 State Road 520 , Christmas FL 32709

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Ethernet 500Mbps	1	$875.00	$875.00	36 Months
***Total**			**$875.00**	

*Prices do not include taxes and fees.

One Time fees At 1226 King St , Cocoa FL 32922

Description	Quantity	Sales Price	Total
Ethernet - Installation (Per UNI)	1	$250.00	$250.00
Total			**$250.00**

*Prices do not include taxes and fees.

One Time fees At 28400 State Road 520 , Christmas FL 32709

Description	Quantity	Sales Price	Total
Ethernet - Installation (Per UNI)	1	$250.00	$250.00
Total			**$250.00**

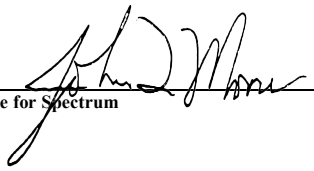
*Prices do not include taxes and fees.

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Special Terms

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.



Authorized Signature for Spectrum

John L Moore, Director

Printed Name and Title

4/15/2020

Date Signed

Authorized Signature for Customer

Printed Name and Title

Date Signed

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Spectrum Enterprise

Ethernet Service Level Agreement

This document outlines the Service Level Agreement ("SLA") for fiber-based Spectrum Enterprise Ethernet Service and Spectrum Enterprise Cloud Connect Service (individually the "Service" and collectively the "Services"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Agreement"). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. Performance tier goals ("SLA Targets") are set forth in the table(s) below.

Ethernet Services SLA Targets presented below are measured end to end (i.e. from any two applicable Customer's edge or network interface devices at the Service Location) at the individual circuit or service level, and any applicable credits are issued for the affected circuit or service (the "Affected Service").

The Cloud Connect Service SLA Target for Availability is measured between Spectrum Enterprise's network interface device (NID) located at the Customer location and the point of physical handoff of the Service to the Cloud Service Provider (the "Gateway Point").

I. SLA Targets for Ethernet and Cloud Connect Services:

Spectrum Enterprise Ethernet Services SLAs				
Performance Tier	**On-Net**			**Off-Net**
	Metro	**Regional**	**National**	
Miles	0 - 155	156 - 746	> 746	N/A
Kilometers	0 - 250	251 - 1200	> 1200	N/A
Latency	≤ 10ms	≤ 25ms	≤ 125ms	≤ 125ms
Jitter	≤ 2ms	≤ 4ms	≤ 8ms	≤ 8ms
Frame Loss	≤ 0.01%	≤ 0.01%	≤ 0.01%	≤ 0.01%
Availability	≥ 99.99%	≥ 99.99%	≥ 99.99%	≥ 99.99%
MTTR	4 hrs.	4 hrs.	4 hrs.	4 hrs.

[1] *"On-Net" includes circuits that are provided by Spectrum Enterprise to Service Locations directly from the Spectrum Network.*

[2] *"Off-Net" includes circuits that are provided to geographic locations that may be outside or inside Spectrum Enterprise service areas and are provided by third party service providers and not from the Spectrum Network.*

Spectrum Enterprise Cloud Connect Gateway Point SLAs	
Availability	≥ 99.99%

II. Priority Classification:

"Excluded Disruptions" means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer's premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts of omissions of Customer or Customer's representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure

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Events. Notwithstanding anything to the contrary in the Agreement, any service issues beyond the connectivity to the Cloud Service Provider is not covered by this SLA.

A "Service Disruption" is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to transmit and receive network traffic between Customer's A and Z Service Locations. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise's trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected , and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

"Service Degradation" means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame.

Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	• Service Disruption resulting in a total loss of Service; or • Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing (each a "Priority 1 Outage").
Priority 2	• Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	• A service problem that does not impact the Service; or • A single non-circuit specific quality of Service inquiry.

III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

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IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore a Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the Service.

MTTR per calendar month is calculated as follows:

$$\frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per Service}}{\text{Total number of Priority 1 Outage trouble tickets per Service}}$$

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each Service. The roundtrip delay is expressed in milliseconds (ms).

Latency / Frame Delay is calculated as follows:

$$\text{Latency / Frame Delay} = \frac{\text{Sum of the roundtrip delay measurements for a Service}}{\text{Total \# of measurements for a Service}}$$

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VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Loss / Frame Loss Ratio is calculated as follows:

Packet Loss / Frame Loss (%) = 100 (%) – Frames Received

VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point. Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

$$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for a Service}}{\text{Total \# of measurements for a Service}}$$

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VIII. Network Maintenance

Maintenance Notice:
Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:
Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

IX. Remedies Service Credit:

If the actual performance of a Service during any calendar month is less than the SLA Targets, and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of the monthly recurring charges for the Affected Service as set forth in the table below. Any credit to be applied will be off-set against any amounts due from Customer to Spectrum Enterprise in the billing cycle following the date Spectrum Enterprise makes its credit determination. Credit requests must be submitted to Spectrum Enterprise within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such credit requests within 30 days of receipt thereof.

<table>
<tr><th>Service Availability</th><th colspan="2">Mean Time To Restore ("MTTR")</th><th>Latency / Frame Delay (Roundtrip)</th><th>Jitter / Frame Delay Variation</th><th>Packet Loss / Frame Loss</th></tr>
<tr><td rowspan="2">30%</td><td>> 4 hours ≤ 7:59:59 hours</td><td>4%</td><td rowspan="2">5%</td><td rowspan="2">5%</td><td rowspan="2">5%</td></tr>
<tr><td>> 8 hours</td><td>10%</td></tr>
</table>

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not be cumulative per Service.

Chronic Priority 1 Outages:
If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.

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Legislation Details (With Text)

File #:	20-225	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	4/14/2020			**In control:**	City Council
On agenda:	5/13/2020			**Final action:**	
Title:	Approve the Resolution waiving the competitive bidding process by reason of single source for Esri, Inc., approve the multi-year Esri Small Municipal and County Government Enterprise Agreement, approve the multi-year Esri Small Utility Enterprise Agreement, and authorize the City Manager to approve and sign each of the license agreements pending City Council approval of the FY2021 budget. (Interim City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Cocoa Esri EA Renewal 2020.pdf Cocoa Utilities Esri EA Renewal 2020.pdf SS Ltr for City of Cocoa (SGEA).pdf SS Ltr for City of Cocoa (SUEA).pdf Esri Single Source Resolution.doc				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 4, 2020
Agenda Date: May 13, 2020
Prepared By: Robert Beach, Chief Technology Officer
Through: Matthew Fuhrer, Interim City Manager
Requested Action:
Approve the Resolution waiving the competitive bidding process by reason of single source for Esri, Inc., approve the multi-year Esri Small Municipal and County Government Enterprise Agreement, approve the multi-year Esri Small Utility Enterprise Agreement, and authorize the City Manager to approve and sign each of the license agreements pending City Council approval of the FY2021 budget.

BACKGROUND:

The City of Cocoa maintains a comprehensive Enterprise Geographic Information Systems (GIS) database used throughout the City to gather, maintain, update, and display detailed information about utility and public works infrastructure and assets, land use records, and public safety data. There are also several third-party software applications in use such as Tyler Aegis in Police and Fire and InfraMap and InfoWater within Utilities, each of which relies on the city-wide GIS database. The City maintains two enterprise agreements with Esri, Inc. for GIS software licensing, one for Utilities and one for city-wide non-utility operations. The separation of licensing is a requirement of Esri due to the

fact that we are a small City but maintain a regional utility. The City's and Utility's current three (3) year license agreements both expire on October 31, 2020.

The renewal Esri license agreement for city-wide non-utility operations is through the Esri Small Municipal and County Government Enterprise Agreement (SGEA) and provides for complete flexibility to deploy software products when and where needed, two (2) user conference registrations, two (2) authorized users for Tier 1 Help Desk, two (2) sets of backup media, unlimited self-paced e-Learning, and a 5% discount on instructor-led-training classes. The licensing agreement renewal is $27,500.00 per year for a total cost of $82,500.00 for the three-year agreement.

The renewal Esri license agreement for utility operations is through the Esri Small Utility Enterprise Agreement (SUEA) and provides for complete flexibility to deploy software products when and where needed, two (2) user conference registrations, two (2) authorized users for Tier 1 Help Desk, two (2) sets of backup media, unlimited self-paced e-Learning, and a 5% discount on instructor-led-training classes. The licensing agreement renewal is $50,000.00 per year for a total cost of $150,000.00 for the three-year agreement.

The renewal of these license agreements is requested as a single source purchase because Esri is the platform the city-wide GIS is built upon, it is the platform used by each third-party application in use by the City, and Esri is considered the industry standard for Enterprise GIS operations. Staff is requesting approval of the Resolution to waive the bidding process and utilize single source purchasing mechanism for Esri Inc., renewal of the multi-year SUEA for Utilities, renewal of the multi-year SGEA for city-wide non-utility operations and authorize the City Manager to approve and sign the agreements.

STRATEGIC PLAN CONNECTION:

By maintaining a comprehensive GIS database of City assets and infrastructure, employees can more effectively deliver City services, provide more accurate information, more efficiently perform critical tasks, and assure that valuable data is not lost when personnel changes occur. Crime statistics and patterns can be determined with greater accuracy, unnecessary expenses are controlled through more accurate asset management, and employees are able to increase productivity with expanded access to real time data.

BUDGETARY IMPACT:

Multi-Year Contract

Small Government Term Enterprise License Agreement (SGEA)
Amount Requested: $82,500.00 - total request for three years
Account Number: 001-1103-516.52-00
Account Name: Information Technology Operating Supplies
Amount Required
FY 2021: $27,500.00
FY 2022: $27,500.00
FY 2023: $27,500.00

Small Utility Term Enterprise License Agreement (SUEA)
Amount Requested: $150,000.00 - total request for three years

Account Number: 421-4055-536.52-00
Account Name: Water Sewer Operating Supplies
Amount Required
FY2021: $50,000.00
FY2022: $50,000.00
FY2023: $50,000.00

Total Cost for Multi-Year Contract: $232,500.00
Three years for Utilities and City-wide GIS Enterprise License Agreements

PREVIOUS ACTION:

The current Esri GIS Enterprise License Agreements for Small Government Term Enterprise License Agreement (SG-ELA) and Small Utility Term Enterprise License Agreement (SU-ELA) were approved by City Council on July 25, 2017.

RECOMMENDED MOTION:

Approve the Resolution waiving the competitive bidding process by reason of single source for Esri, Inc., approve the multi-year Esri Small Municipal and County Government Enterprise Agreement, approve the multi-year Esri Small Utility Enterprise Agreement, and authorize the City Manager to approve and sign each of the license agreements pending City Council approval of the FY2021 budget.

March 20, 2020

Ms. Arie Dellavecchia
City of Cocoa
65 Stone St
Cocoa, FL 32922-7982

Dear Arie,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.

- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.

- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.

- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.

- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.

- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

   "THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

   Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.

3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.

4. Send the purchase order and agreement to the address, email or fax noted below:

   Esri
   Attn: Customer Service SG-EA
   380 New York Street
   Redlands, CA 92373-8100

   e-mail: service@esri.com
   fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Robyn Garrett
Esri Account Executive
704-541-9810 *1-8640
rgarrett@esri.com

Quotation # Q-407482

Date: April 14, 2020

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 288646 **Contract #**

City of Cocoa
Information Technology
65 Stone St
Cocoa, FL 32922-7982

ATTENTION: Arie Dellavecchia
PHONE: (321) 433-8532 x8532
EMAIL: anelson@cocoafl.org

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 3/20/2020 To: 6/18/2020

Material	Qty	Term	Unit Price	Total
168177	1	Year 1	$27,500.00	$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement Nov 1, 2020 -Oct 31, 2021				
168177	1	Year 2	$27,500.00	$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement Nov 1, 2021 - Oct 31, 2022				
168177	1	Year 3	$27,500.00	$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement Nov 1, 2022 - Oct 31, 2023				

Subtotal:	$82,500.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$82,500.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Robyn Garrett	rgarrett@esri.com	(704) 541-9810 x8640

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

GARRETTR **This offer is limited to the terms and conditions incorporated and attached herein.**

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-1)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities

Desktop Software and Extensions (Single Use)
ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions
ArcGIS Enterprise and Workgroup (Advanced and Standard)
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

ArcGIS Monitor

Enterprise Additional Capability Servers
ArcGIS Image Server

Developer Tools
ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities
One (1) Professional subscription to ArcGIS Developer
Two (2) Esri CityEngine Single Use Licenses
50 ArcGIS Online Viewers
50 ArcGIS Online Creators
10,000 ArcGIS Online Service Credits
50 ArcGIS Enterprise Creators
2 Insights in ArcGIS Enterprise
2 Insights in ArcGIS Online
5 Tracker for ArcGIS Enterprise
5 Tracker for ArcGIS Online
2 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
2 ArcGIS Utility Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	**2**
Number of Tier 1 Help Desk individuals authorized to call Esri	**2**
Maximum number of sets of backup media, if requested*	**2**
Self-Paced e-Learning	**Uncapped**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

_____
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 **Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 **Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 **Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer’s organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be

no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

February 27, 2020

Mr. John Beers
City of Cocoa
65 Stone St
Cocoa, FL 32922-7982

Dear John,

The Esri Small Utility Enterprise Agreement (SUEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.

- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.

- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.

- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.

- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Utility EA terms and conditions.
- Licenses are valid for the term of the EA.

The terms and conditions in this Small Utility EA offer are for utilities with a total meter count which falls under the applicable tier in the Esri EA Small Utility Program. By accepting this offer, you confirm that your organization's meter count falls within this range on the date of signature and that you are therefore eligible for this pricing. If your organization's meter count does not fall within this range, please confirm your current meter count, and Esri will provide a revised quotation.

This program offer is valid for 180 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

   "THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL UTILITY EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

   Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.

3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.

4. Send the purchase order and agreement to the address, email or fax noted below:

   Esri
   Attn: Customer Service SU-EA
   380 New York Street
   Redlands, CA 92373-8100

   e-mail: service@esri.com
   fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Robyn Garrett
Esri Account Executive
rgarrett@esri.com
704-541-9810 *8640

Quotation # Q-407521

Date: April 14, 2020

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 433228 Contract #

City of Cocoa
Utilities
65 Stone St
Cocoa, FL 32922-7982

ATTENTION: John Beers
PHONE: 321-433-8405
EMAIL: jbeers@cocoafl.org

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 2/27/2020 To: 8/25/2020

Material	Qty	Term	Unit Price	Total
168090	1	Year 1	$50,000.00	$50,000.00
Meter Counts 50,001 to 100,000 Small Utility Term Enterprise License Agreement Nov 1, 2020 - Oct 31, 2021				
168090	1	Year 2	$50,000.00	$50,000.00
Meter Counts 50,001 to 100,000 Small Utility Term Enterprise License Agreement Nov 1, 2021 - Oct 31, 2022				
168090	1	Year 3	$50,000.00	$50,000.00
Meter Counts 50,001 to 100,000 Small Utility Term Enterprise License Agreement Nov 1, 2022 - Oct 31, 2023				

Subtotal:	$150,000.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$150,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Robyn Garrett	rgarrett@esri.com	(704) 541-9810 x8640

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

GARRETTR **This offer is limited to the terms and conditions incorporated and attached herein.**

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
SMALL UTILITY
(E215-3)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities

Desktop Software and Extensions (Single Use)
ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions
ArcGIS Enterprise and Workgroup (Advanced and Standard)
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers
ArcGIS Image Server

Developer Tools
ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities
One (1) Professional subscription to ArcGIS Developer
Two (2) Esri CityEngine Single Use Licenses
100 ArcGIS Online Viewers
100 ArcGIS Online Creators
17,500 ArcGIS Online Service Credits
100 ArcGIS Enterprise Creators
5 Insights in ArcGIS Enterprise
5 Insights in ArcGIS Online

OTHER BENEFITS

Number of Esri User Conference Registrations provided annually	**3**
Number of Tier 1 Help Desk Individuals authorized to call Esri	**4**
Maximum number of sets of backup media, if requested*	**2**
Self-Paced e-Learning	**Uncapped**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

_____
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 **Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 **Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 **Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer’s organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

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8.1 Orders, Delivery, and Deployment

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c. Esri's federal ID number is 95-2775-732.

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a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

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(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
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no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373

DATE: April 22, 2020

TO: City of Cocoa

FROM: Jackie Ricks, Esri Contracts and Legal Services

RE: **Esri Sole Source Justification for Small Municipal and County Government Enterprise Agreement**

This letter confirms Esri, as owner and manufacturer, is the sole source provider of all U.S. domestic Small Municipal and County Government Enterprise Agreements (EA). The Small Municipal and County Government EA is a bundled package of term limited software licenses and maintenance that includes the right to copy.

Esri is the only source that can grant a right to copy and deploy Enterprise Software within your organization (Enterprise). Also, domestically Esri is the only source of maintenance (updates and technical support) for all Esri® software.

If you have further questions, please feel free to call our Contracts and Legal Services Department at 909-793-2853, extension 1990.

Sincerely,

Jackie Ricks
Contract Coordinator
esri
Contracts & Legal Services Dept.
380 New York Street
Redlands, CA 92373
Voice 909.793.2853 Ext. 1-1990
jricks@esri.com

SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373
Telephone: 909-793-2853, Ext. 1-1990
Email: jricks@esri.com

DATE: April 22, 2020

TO: City of Cocoa

FROM: Jackie Ricks, Esri Contracts and Legal Services

RE: Esri Sole Source Justification for Small Utility Enterprise Agreement

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If you have further questions, please feel free to call our Contracts and Legal Services Department at 909-793-2853, extension 1990.

Sincerely,

Jackie Ricks
Contract Coordinator

Contracts & Legal Services Dept.
380 New York Street
Redlands, CA 92373
Voice 909.793.2853 Ext. 1-1990
jricks@esri.com

Legislation Details (With Text)

File #:	20-252	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	5/5/2020			**In control:**	City Council
On agenda:	5/13/2020			**Final action:**	
Title:	Approval of multi-year Work Experience Agreement between CareerSource Brevard and the City of Cocoa dated June 1, 2020 through September 1, 2023 which will allow youth participation in a paid employment program through grant funding; Authorize the City Manager and City Attorney to prepare and execute the Agreement consistent with this agenda item. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 5, 2020
Agenda Date: May 13, 2020
Prepared By: Tammy B. Gemmati, PHR, FCLRP, Administrative Services Director
Through: Matthew Fuhrer, Interim City Manager
Requested Action:
Approval of multi-year Work Experience Agreement between CareerSource Brevard and the City of Cocoa dated June 1, 2020 through September 1, 2023 which will allow youth participation in a paid employment program through grant funding; Authorize the City Manager and City Attorney to prepare and execute the Agreement consistent with this agenda item.

BACKGROUND:

The City of Cocoa has worked with CareerSource Brevard as a partner for its summer youth program, “Cocoa Works, since 2016. CareerSource also offers different grant programs which helps enhance the City’s budget for funding staffing opportunities. One program opportunity is their NextGen Program, which offers paid internship or on-the-job experience for young adults and students. The number of positions vary based on the students meeting the eligibility of their program.

The NextGen Program has been utilized in the past as a way to enhance the City’s Cocoa Works Program by adding additional positions to the funded positions in the City’s budget. Since this program has no budgetary impact, and the past we had annual agreements with CareerSource Brevard, the agreement was never brought to City Council but executed by the City Manager. Staff is requesting to enter into this multi-year agreement from June 1, 2020 through September 1, 2023 to allow us to utilize the grant funding for positions as eligible positions are available.

Due to the COVID-19 crisis and the effects it has had on school closures, a decision was made by Staff to not offer the Cocoa Works Program in its full capacity. CareerSource has invited the City to participate in the Earn and Learn summer program under the NextGen Young Adult Services Program. This program operates very similar to our Cocoa Works Program and could benefit the youth of Cocoa. The NextGen program offers the following services:

- Teaches how to market your skills to potential employers and help you identify job opportunities you may qualify for now.
- Provide opportunities to engage in work-based training, work experience, On-The-Job Training (OJT) or a paid internship to gain experience, learn new skills and earn money.
- Provide resources to help you identify potential career options you're interested in pursuing and guidance on "next steps".
- Provide job readiness training for resume writing, interview skills and more.
- Provide you with honest, objective feedback about your level of employment readiness to help you compete for and keep a job.
- Provide one year of follow-along support after your employment goal is reached.

Eligible students meeting at least one of the following criteria are able to participate in the NextGen program:

- Age range 17-24 years old with a high school diploma or equivalent and NOT attending school.
- College or Job Corps student under the age of 25 nearing completion of a certificate or degree program, or you are a recent graduate of a college or Job Corps program.
- Under the age of 25 and attending an adult education program and nearing completion of a high school diploma or GED.
- Minimum of 16 years old and a high school student who has been referred by a school to work transition, alternative education or community/faith-based program. Referral required.

As an employer in this program, the City will submit eligible positions for the program, interview applicants, and make candidate selections. There will be no financial impact to the City, as the employees will be paid through a staffing agency and will not be direct employees of Cocoa. This eliminates a lot of risks for the City such as payroll and Workers' Compensation responsibility. The pay for the NextGen program will be $8.56 per hour at 25 hours per week, with the employment period running from June 22 through August 1.

Again, the goal with this three year agreement between the City of Cocoa and CareerSource is to hire youth that qualify under the terms of their NextGen program as the opportunities come available. Staff is looking to continue the partnership with CareerSource has it relates to our youth employment programs.

STRATEGIC PLAN CONNECTION:

The offering of a summer youth program helps build the employment qualifications for our community and a greater qualified candidate pool for regular positions of the City of Cocoa.

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approval of multi-year Work Experience Agreement between CareerSource Brevard and the City of Cocoa dated June 1, 2020 through September 1, 2023 which will allow youth participation in a paid employment program through grant funding; Authorize the City Manager and City Attorney to prepare and execute the Agreement consistent with this agenda item.

Legislation Details (With Text)

File #:	20-254	**Version:**	2	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	5/6/2020			**In control:**	City Council
On agenda:	5/13/2020			**Final action:**	
Title:	Approve a multi-year lease agreement with Sissine's Office Systems, Inc. for copiers under the terms and conditions of the U.S. Communities Ricoh and Canon contracts and authorize the City Manager to execute the U.S. Communities Product Schedule, U.S. Communities Master Lease Agreement, U.S. Communities Master Lease Agreement Addendum City of Cocoa, Florida, Sissine's Business Solutions Sales Order, and Sissine's Business Solutions Service Level Agreement. (Interim City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Sissine's Complete Order Packet with all Documents.pdf Sissines Proposal - Copier Locations.xlsx				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 6, 2020
Agenda Date: May 13, 2020
Prepared By: Robert Beach, Chief Technology Officer
Through: Matthew Fuhrer, Assistant City Manager
Requested Action:
Approve a multi-year lease agreement with Sissine's Office Systems, Inc. for copiers under the terms and conditions of the U.S. Communities Ricoh and Canon contracts and authorize the City Manager to execute the U.S. Communities Product Schedule, U.S. Communities Master Lease Agreement, U.S. Communities Master Lease Agreement Addendum City of Cocoa, Florida, Sissine's Business Solutions Sales Order, and Sissine's Business Solutions Service Level Agreement.

BACKGROUND:

Since 2014, the City of Cocoa has leased copiers from Ricoh USA that include support and maintenance. Currently the City leases a fleet of 31 Ricoh devices that range in age from 2 years to 7 years old. In 2017, the City refinanced 25 existing devices and added 6 new devices with a lease that is scheduled to end in November 2020. The current lease payment for all 31 devices is $3,629.52 per month.

Since the refinance in 2017, the City has identified the need to increase the number of devices and add additional functionality to the document production environment. Changes in document requirements spurred by changes in the enforcement of the Americans with Disabilities Act of 1990

(ADA) has made it necessary for all printing and scanning devices to have the capability to automatically scan documents with Optical Character Recognition (OCR) as a baseline to creating ADA compliant documents. This along with increased reporting and control tools necessitated the need to explore new options to meet the City's new document production needs.

Additionally, since the refinance, the City has had to spend substantial staff time getting invoices corrected and credits issued from overcharges by Ricoh for consumption and usage. This in large part was due to an automatic per page maintenance increase due to the age of our fleet even though our contract did not indicate an increase was to be implemented. Staff was able to protect the City and get the increases removed and refunds issued from Ricoh for the overcharges.

This new agreement will bring in a new fleet of Ricoh copiers however, we will no longer be working with Ricoh Direct; eliminating the administrative challenges we are currently experiencing with the existing agreement. This new agreement with Sissine's through the U.S. Communities Master Service Agreement will give the City a single vendor to deal with for both leases and maintenance. Sissine's will also buy out the City's current leases with Ricoh and coordinate the return of all leased equipment to Ricoh and bring City owned devices to our central warehouse for auction.

The agreement with Sissine's will provide 38 Ricoh multifunction devices and 1 Canon plotter along with a new management and productivity platform (Papercut) that allows print requests to be released securely to any device on the City network regardless of where it originated. Additionally, Papercut will provide full reporting functionality, management, and distribution of documents. Sissine's will setup automaitic maintenance notification/dispatch and autoship toners when the device reports low levels. The new lease is a 63-month term with a monthly payment of $3498.00 plus a $50 monthly fee for freight/delivery of consumables. Maintenance charges on the new agreement are $0.0047 per page for B/W and $0.0375 per page for color; the City currently pays between $0.0059 - $0.0125 for B/W and $0.045 - $0.065 for color.

STRATEGIC PLAN CONNECTION:

Fiscal Sustainability Goal 3, Objective 3.1- Through the evaluation of internal processes it was determined leased copiers allow for increased uptime as well as reduced costs. This agreement ensures the City is flexible to change and controlling long term costs associated with copier/scanner/fax machines.

BUDGETARY IMPACT:

Multi-Year Contract

Sissine's / U.S. Communities Lease Payments (assumes first payment on July 1, 2020)
Amount Requested: $220,374.00 - total request for 63 months
Account Number: 001-1103-516.44-00
Account Name: Information Systems / Rental and Leases
Amount Required
FY 2020: $13,992.00 (4 Months)
FY 2021: $41,976.00 (12 Months)
FY 2022: $41,976.00 (12 Months)
FY 2023: $41,976.00 (12 Months)

FY 2024: $41,976.00 (12 Months)
FY 2025: $38,478.00 (11 Months)

Sissine's Maintenance Agreement (based on consumption / estimate, includes freight charges)
Amount Requested: $189,000.00 - total request for 63 months
Account Number: 001-1103-516.46-00
Account Name: Information Systems / Repairs and Maintenance
Amount Required
FY 2020: $12,000.00 (4 Months)
FY 2021: $36,000.00 (12 Months)
FY 2022: $36,000.00 (12 Months)
FY 2023: $36,000.00 (12 Months)
FY 2024: $36,000.00 (12 Months)
FY 2025: $33,000.00 (11 Months)

PREVIOUS ACTION:

March 28, 2017 City Council approved a 3-year agreement with Ricoh for copiers, support and maintenance with all devices co-terminating in November 2020 under the terms and conditions of the government cooperative agreement #: NSC00003369-MA-USF.

RECOMMENDED MOTION:

Approve a multi-year lease agreement with Sissine's Office Systems, Inc. for copiers under the terms and conditions of the U.S. Communities Ricoh and Canon contracts and authorize the City Manager to execute the U.S. Communities Product Schedule, U.S. Communities Master Lease Agreement, U.S. Communities Master Lease Agreement Addendum City of Cocoa, Florida, Sissine's Business Solutions Sales Order, and Sissine's Business Solutions Service Level Agreement.

U.S. Communities Product Schedule

Product Schedule Number: _____
Master Lease Agreement Number: _____

This U.S. Communities Product Schedule (this "Schedule") is between _Sissine Office System_ ("Company", "we" or "us") and __City of Cocoa_, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the U.S. Communities Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and . All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

Customer (Bill To)	Billing Contact Name
Product Location Address	Billing Address *(if different from location address)*
City County State Zip	City County State Zip

Billing Contact Telephone Number	Billing Contact Facsimile Number	Billing Contact E-Mail Address

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	Ricoh IM C8003 w/ 4 trays, Fax, & Finisher
4	Ricoh IM C4500 w/ 4 trays, Fax, & Finisher
13	Ricoh IM C300
20	Ricoh IM C300 w/ 2 trays & Cabinet

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term *(months)*	**Minimum Payment** *(Without Tax)*	**Minimum Payment Billing Frequency**	**Advance Payment**
63	$3,498.00	☒ Monthly ☐ Quarterly ☐ Other: _____	☐ 1st Payment ☐ 1st & Last Payment ☐ Other: _____

Sales Tax Exempt: ☒ YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) _____
Addendum(s) attached: ☐ YES (check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

1. The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
2. You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise expressly provided in any provision of the Lease Agreement. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
3. Additional Provisions (if any) are: _____
_____

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER	
By: **X**_____ *Authorized Signer Signature*	**Accepted by:** _____ By: Michael Sanguine - GM *Authorized Signer Signature*
Printed Name: _____	Printed Name: _____
Title: _____ Date: _____	Title: _____ Date: _____

U.S. Communities Master Lease Agreement

Number: _____

CUSTOMER INFORMATION

Full Legal Name: City of Cocoa				
Address: 65 Stone Street				
City: Cocoa	State: FL	Zip: 32922	Contact: Robert Beach	Telephone Number: 321-433-8550
Federal Tax ID Number *(Do Not Insert Social Security Number)*	Facsimile Number		E-mail Address: rbeach@cocoafl.org	

This U.S. Communities Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean City of Cocoa ("Company") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at _____, _____, _____ _____.

1. Agreement. This Lease Agreement is executed pursuant to the contract by and between Ricoh USA, Inc. (successor-in-interest to Ricoh Americas Corporation) ("Ricoh") and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2022 (the "Contract Period"), including any and all exercised renewal periods, (the "Contract"). Notwithstanding the foregoing, any Schedule entered into during the Contract Period shall continue in full force and effect for the entire lease term set forth in the Schedule. We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."
2. Schedules; Delivery and Acceptance. This Lease Agreement shall consist of the terms and conditions of the Contract and this Lease Agreement and any Schedule issued pursuant thereto. As it pertains to this Lease Agreement, the order of precedence of the component parts of the Lease Agreement shall be as follows: (a) the terms and conditions of this Lease Agreement and Schedule issued pursuant thereto, and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Lease Agreement in cases of conflict or inconsistency therein. Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement and the Contract, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product and it is installed, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on or after the Product acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which may be done electronically) within five (5) business days after any Product is installed confirming that the Product has been delivered, installed, and is in good condition and accepted for all purposes under the Lease Agreement.
3. Term; Payments.

   (a) The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the Effective Date or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. To the extent not prohibited by applicable law, if any Payment or other amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to that Payment, a one-time late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). To the extent not prohibited by applicable law, you agree to pay $25.00 for each check returned for insufficient funds or for any other reason.

   (b) In the event that Customer terminates the Maintenance Agreement (as hereunder defined) between Customer and the Servicer relating to the Product provided hereunder due to a material breach by Servicer of its service obligations, including any Product service levels specified therein, which remained uncured for thirty (30) days following written notice of breach (in the manner expressly permitted by and in accordance with such Maintenance Agreement), Company shall use reasonable efforts to assist Customer in selecting a replacement Servicer. This Section 3(b) shall not alter, restrict, diminish or waive the rights, remedies or benefits that Customer may have against Servicer under the Maintenance Agreement.

   (c) A Schedule may be terminated in whole or in part by the Customer in accordance with this Section 3(c) whenever the Customer shall determine that such a termination is in the best interest of the Customer. Any such termination shall be effected by delivery to Company, at least thirty (30) working days prior to the effective date of such termination date, of a notice of termination specifying the extent to which performance shall be terminated. In the event of such termination, Customer agrees to return the Product to us in the manner required under Section 14 of this Lease Agreement and to pay to us (as compensation for loss of our bargain and not as a penalty), with respect to such terminated Product, financed Software and any Software Licenses, an amount which shall be equal to the monthly Payment for such Product, financed Software and/or Software License, as applicable, times the number of months remaining in the term of such Schedule (or any renewal of such Schedule) and/or any financing agreement with respect to the financed Software and/or Software License, plus any other amounts then due and payable under this Lease Agreement, Schedule and/or financing agreement with respect to such Product, Software and/or Software License, including, but not limited to, any lease payments and maintenance payments. Company shall supply the Customer with the actual number of Payments remaining and the total amount due, and the Customer shall be relieved of all unpaid amounts for anticipated profit on unperformed services under any Maintenance Agreement (including any amount included in the monthly Payment that is attributable to maintenance, supplies, or any other service cost).

(d) You also agree that, except (a) as set forth in Section 18 below entitled "State and Local Government Provisions" and (b) for the best interest of the Customer as set forth in Section 3(c), THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.

4. Product Location; Use and Repair. You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Company, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You may make alterations, additions or replacements (collectively, "Additions") and add Software to the Product provided that such Additions and Software do not impair the value or originally intended function or purpose of the Product and is not subject to any lien or security interest in favor of any other party; provided, further, that you remove such Additions and Software at your own cost and expense at the expiration or termination of the applicable Schedule. All Additions and Software which are not removed at the expiration or termination of the applicable Schedule will become part of the Product and our property at no cost or expense to us. We may inspect the Product upon proper notice to the customer at any reasonable time during normal working hours.

5. Taxes and Fees. To the extent not prohibited by applicable law and unless and to the extent you are exempt and provide a valid exemption certificate to us, in addition to the payments under this Lease Agreement, you agree to pay all taxes (other than property taxes), assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year, to be included as part of the Payment. A valid sales and use tax exemption certificate must be provided to us within ninety (90) days of the first invoice to receive a credit/waiver of sales tax.

6. Warranties. We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.

7. Loss or Damage. You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product acceptance by you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, you shall be responsible to either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity.

8. Liability and Insurance. You agree to maintain insurance, through self-insurance or otherwise, to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.

9. Title; Recording. We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.

10. Software or Intangibles. To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date; provided, however, if you do not enter into the Software License, then we may choose not to lease such Software to you under this Lease Agreement.

11. Default. Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.

12. Remedies. If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) to the extent not prohibited by applicable law, we or our representative may peacefully repossess the Product without a court order (it being agreed that we will provide you with written notice of Default prior to initiating recovery of the Product and will endeavor to contact you telephonically to schedule a convenient time to recover the Product); (e) we may exercise any and all other rights or remedies available to a

lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, ten (10) days notice shall constitute reasonable notice. If applicable, you will remain responsible for any deficiency that is due after we have applied any such net proceeds. To the extent permitted by applicable law, in the event an action is brought to enforce or interpret this Lease Agreement, the prevailing party shall be entitled to reimbursement of all costs including, but not limited to, reasonable attorney fees and court costs incurred.

13. Ownership of Product; Assignment. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests, but not our obligations, in the Product and/or this Lease Agreement or any Schedule without notice to you even if less than all the Payments have been assigned. In the event the remit to address for Payments is changed during the term of this Lease Agreement or any Schedule, then Company or the Assignee will provide notice to you. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Company from any obligations Company may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.

14. Renewal; Return of Product. UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE, AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT THE PRODUCT BE RETURNED TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you shall immediately make arrangements to have the Product subject to such expired Schedule picked up by us (or our designee), in as good condition as when you received it, except for ordinary wear and tear. Company (or our designee) shall bear shipping charges. You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until (i) you provide notice to us prior to the expiration of the minimum term or extension of any Schedule and (ii) the Product is picked up by us or our designees and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Lease Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Products leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Company to perform Data Management Services at then-prevailing contracted rates pursuant to your Maintenance Agreement or other agreement with Company. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility

15. Miscellaneous. It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THE CONTRACT, THIS LEASE AGREEMENT, AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. ANY CHANGE IN ANY OF THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT OR ANY SCHEDULE MUST BE IN WRITING AND SIGNED BY BOTH PARTIES. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail, return receipt requested, or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date received. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. To the fullest extent permitted by applicable law, you authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product.

16. Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code. YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY SECTIONS 508-522 OF ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE PRODUCT).TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO

OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.

17. Counterparts; Facsimiles. Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.

18. State and Local Government Provisions. If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:

(a) Essentiality. During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.

(b) Non-Appropriation/Non-Substitution. (i) If your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall make available to us (or our designee) all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to make available to us (or our designee) the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.

(c) Funding Intent. You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.

(d) Authority and Authorization. (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.

(e) Assignment. You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER	**Accepted by:**
By: X_____	By: _____
Authorized Signer Signature	*Authorized Signer Signature*
Printed Name: _____	Printed Name: Michael Sanguine
Title: _____ Date: _____	Title: General Manager Date: 5/6/2020
Facsimile Number: _____	Facsimile Number: _____

(Rev. 06.19)

U.S. Communities Master Lease Agreement Addendum
City of Cocoa, Florida

This U.S. COMMUNITIES MASTER LEASE AGREEMENT ADDENDUM (this "Addendum"), dated as of the ____ day of _____, 20____, is to that certain U.S. Communities Master Lease Agreement (the "Agreement"), between Ricoh USA, Inc. ("we" or us") and the CITY OF COCOA, as customer ("Customer" or "you"), dated _____.

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. Agreement. Notwithstanding anything to the contrary in the Agreement, the entire Agreement shall consist of the terms and conditions of the Contract, the Agreement, any Schedule issued pursuant thereto, and this Addendum. This Addendum shall take precedence over the Agreement, Schedule, and Contract.
2. Payments. Notwithstanding anything to the contrary in the Agreement, Payments will be due and payable as provided by the Florida Local Government Prompt Payment Act s.218.70 et. seq., Florida Statutes (the "Act"). The applicable interest rate for all payments due and not made within the time specified in the Act shall be as provided in the Act.
3. Title; Recording. Paragraph 9 of the Agreement is amended to state as follows: "We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this lease Agreement is a true lease." The remainder of the Paragraph is stricken.
4. Default. Paragraph 11 is amended to provide that Default may occur if Customer fails to pay any Payment or any other amount within forty-five (45) days of its due date. The remaining provisions of Paragraph 11 shall continue in full force and effect.
5. Attorney's Fees. Notwithstanding anything to the contrary in the Agreement, should either party bring an action to enforce any of the terms of this Agreement or Addendum, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.
6. Venue. Venue shall only be properly placed in Brevard County, Florida for state court actions and Orlando, Florida for federal actions.
7. Sovereign Immunity. Nothing contained in this Addendum or Agreement shall be construed as or constitute a waiver of Customer's right to sovereign immunity as provided under Section 768.28, Florida Statutes.
8. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

CUSTOMER:		**RICOH USA, INC.**	
X_____		5/6/2020	
Authorized Signature	Date	*Authorized Signature*	Date
		Michael Sanguine - GM	
Print Authorized Signer Name	Title	Print Authorized Signer Name	Title

Sissine's Business Solutions

Sales Order

Date	
Customer No.	
Account Manager	Morgan Timmons

BILL TO				SHIP TO			
Company Name:	City of Cocoa			Equipment Location:			
BILL TO:	65 Stone Street			ADDRESS:	65 Stone Street		
CITY/STATE/ZIP:	Cocoa	Florida	32922	CITY/STATE/ZIP:	Cocoa	Florida	32922
PHONE:	3221-433-8550	EMAIL:	Rbeach@cocoafl.org	FAX:			

QTY	DESCRIPTION	Unit Price	Extended Price
1	Ricoh IM C8003 w/ 4 trays, Fax, & Finisher		Lease
4	Ricoh IM C4500 w/ 4 trays, Fax, & Finisher		
13	Ricoh C307		
20	Ricoh C307 w/ Cabinet		
1	Canon IPF TX 4000 MFP		
1	PaperCut Software & Card Readers		

Delivery / Network Installation Charge - Up to 5 Walk-up Devices

TRADE IN Promotion: Model# Copy Count Serial No.

Freight/Delivery Plus Remote Asst. $ 50.00 Per Month* If crossed thru Then Freight/Delivery will be billed per occurrence.

Total Monthly Payment: $ 3,498.00 plus tax, per month. 63 Months (lease term) FMV (lease Type)

Maintenance Agreement Options

TSS: *Total Service & Supplies:* (Annual Agreement)

Includes: All parts, labor & supplies. Excludes: paper, staples, network services & deliveryof supplies.

B&W Images $ for Per Copy Pages Per Month Overages = $ 0.0047 per page

Color Images $ for Per Copy Pages Per Month Overages = $ 0.0375 per page

B&W Prints: $ for Pages Per Month Overages = $ per page

Color Prints: $ for Pages Per Month Overages = $ per page

IMPORTANT: All equipment must be attached to a commercial grade surge protector Terms continued on reverse side

SPECIAL INSTRUCTIONS:

Sissine's will satisfy and return the existing lease at no additional charge.

Tax	
TOTAL	Lease

NOTE: No terms or conditions, expressed or implied, are authorized unless they appear on the original Purchase Agreement. All orders are subject to approval by Corporate Representative of SISSINE'S OFFICE SYSTEMS, INC and become valid upon execution of Corporate signature. There will be a 20% Restocking Fee assessed for any equipment that is ordered by Sissine's and not accepted by the customer. All equipment and supplies remain the property of SISSINE'S until paid in full, TERMS CONTINUED ON REVERSE SIDE.

PURCHASER'S signature Date Title

Printed name of signer

Sissine's Corporate Representative Approval

This information is confidential and proprietary to Sissine's Office Systems, Inc.

TERMS AND CONDITIONS

SERVICE CALLS

Sissine's Office Systems, Inc. (Sissine's) will respond to all service calls as reasonably requested by the (Customer) at no additional charge for labor. Service is to be performed during normal working hours (8:00am – 5:00pm, Monday – Friday), not including Saturdays, Sundays or Holidays. Sissine's must be notified prior to the change of the geographical location of the equipment. Any damage which may occur during or as a result of moving the equipment will not be covered under this Agreement.

PART REPLACEMENT

No additional charge for normal replacement parts, unless otherwise stated as an "Exception" on the front of this Agreement. Damage resulting from accident, theft, abuse, power surges, excessive usage, lightening and other acts of God, or damage resulting from the use of unauthorized/incompatible supplies or repairs by anyone other than an authorized Sissine's Representative shall not be covered by this Agreement and shall be the responsibility of the Customer. Sissine's shall not be responsible for delays or inability to provide service calls due to accidents, embargos, acts of God, or any other event beyond Sissine's control. This Agreement does not provide installation or service of accessory items or equipment major overhauls. Ensure the correct wired outlet and commercial grade surge protection are provided for and connected to the equipment listed in this Agreement, excluding ASA.

AGREEMENT TERMS

This Agreement begins after signature by both parties and when you receive the Product and it is installed, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on or after the Product acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which may be done electronically) within five (5) business days after any Product is installed confirming that the Product has been delivered, installed, and is in good condition and accepted for all purposes under the Agreement. The term of this Agreement is 63 months from the Effective Date. . The Customer agrees to comply with any billing procedures designated by Sissine's, including notifying Sissine's of the meter count at the end of each month if not electronically monitored. Contractual allowances do not roll over from billing cycle to billing cycle. When no meter count is received, billing will process using last meter count on record. Falsifying meter counts will result in breach of the Agreement (see OBLIGATIONS AND REMEDIES). This Agreement is not assignable or transferable to a third party without the written consent of Sissine's. Past due accounts are subject to interest as provided in the Florida Local Government Prompt Payment Act, s. 218.70, et. seq., Florida Statutes. This agreement may be modified only by written agreement and not be course of performance. Sissine's reserves the right to change or terminate terms and agreements at any time.

CHARGE ACCOUNT TERMS

The Customer can establish a charge account after a completed and signed Sissine's Confidential Credit Application has been submitted to and approved by Sissine's Corporate Office. All equipment, supplies, and parts remain the property of Sissine's until paid in full. Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act, s. 218.70, et. seq., Florida Statutes.

INDEMNITY

The parties recognize that Sissine's is an independent contractor. Sissines' agrees to assume liability for and Sissine's agrees to indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with as a result of Indemnifying Party's breach of this agreement and/or deliberate act or omission of Sissine's, its officers, employees, agents, and representatives. Sissine's liability hereunder shall include all attorney's fees and costs incurred by the Customer in the enforcement of this indemnification provision. For purposes of this indemnification, this includes claims made by the employees of Sissine's against the Customer, and Sissine's hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Nothing in this agreement is intended to the benefit of any third party for the purposes of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of the law. This waiver has been specifically and mutually negotiated by the parties.

OBLIGATIONS AND REMEDIES

In addition to the terms above, and except as otherwise provided herein, if the Customer breaches or terminates this agreement before the expiration date for any reason of convenience, the Customer shall pay Sissine's all accrued and unpaid amounts plus liquidated damages as follows. Liquidated damages is an amount equal to seventy-five percent (75%) of the average monthly copy usage billing based on the copy average usage invoiced for the three (3) months prior to the breach of agreement by the Customer, multiplied by the number of months remaining in the current term. If there are fewer than three (3) months prior to any such breach, the amount will be determined from the average per month based on the month(s) preceding the breach. Customer waives the right to recover any consequential damages against Sissine's. Florida law is applicable to the resolution of any dispute under this agreement and venue for any dispute shall be in Brevard County, Florida. Should Sissine's fail to comply with a material requirement of this Agreement, Customer shall provide a thirty (30) day notice to cure in writing. If within forty-five (45) days after receipt of the notice, Sissine's does not cure or provide a reasonable plan to cure, the Customer shall send a notice of intent to cancel Agreement, wherein the maintenance shall be cancelled in seven (7) days if the breach by Sissine's has not been cured. Customer shall be relieved of any further payments to Sissine's for services hereunder. Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal. **BOTH SISSINE'S AND THE CUSTOMER AGREE TO WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT**.

Service Level Agreement

1. **Guaranteed 4 hour Response** Sissine's will Guaranteed 4 Hour Response time. Sissine's offers "Unlimited Service" Calls within standard hours and can establish Automatic Weekly & Quarterly Service Calls to ensure a 99% uptime. There is “No Additional Charge” for the service above.
2. **Downtime** is an average over a 30-day window from Monday thru Friday 8am to 5pm. If the machine is up and running but has a squeaking noise and is still operable then the device is by definition not down. Downtime is defined by the device not being able to produce copies/prints.
3. **Guaranteed Loaner** – If a machine is down for more than 24 Hour, Sissine’s will provide a Loaner within 48 hours or Less. In regards to Repeat Calls, if there are 4 Repetitive Service Calls on the Same Issue within a 30 day time frame Sissine’s will provide a Loaner Device.
4. **Guaranteed Fulfillment** – If a Loaner device is not provided within 48 hours, Sissine’s will fulfill printing the Job at the Sissine’s Office or at a Local Print Shop to ensure any deadlines are met.
5. **Automatic Weekly Service Calls** – Sissine’s can setup Automatic Weekly and or Quarterly Service Calls to ensure a 99% uptime. There is “No Additional Charge” for the service above.
6. **Replacement Guarantee** - If a service call is placed 4 times on a machine for the same issue, within a 30-day time period, you will receive an equivalent loaner device of equal or greater speed and capacity. If the machine cannot be fixed to 100% functionality, while Sissine’s is working on the device at our office and getting the Manufacturer involved then you will receive an equivalent Replacement device of equal or greater speed or capacity. The time frame for the actual replacement device after the previous steps have been taken will be no longer than 45 days. The City of Cocoa will not be out a device during this process as we will have a Loaner in place.
7. **5 Year Performance Guarantee** - Sissine's Office Systems is so confident in the reliability of our latest Digital Solutions that we’ll guarantee performance of the equipment for up to 5 Years. That’s right! If your Sissine’s System Copier/Printer/Scanner/Fax) does not perform to specification, and in the unlikely event that we are unable to repair the equipment in your office, we’ll provide you with a free, No-Hassle loaner until the repair has been fully addressed. If there are reoccurring issues that cannot be resolved, we will replace your machine with a machine of equivalent features at no cost to you. This guarantee applies to all Sissine’s Equipment covered by our locally backed “Total Service and Supply Program”.

PURCHASER'S signature	Date	Title
Printed name of signer	Sissine's Corporate Representative Approval	

Legislation Details (With Text)

File #:	20-247	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/4/2020			**In control:**	City Council
On agenda:	5/13/2020			**Final action:**	
Title:	Cocoa Police Department District Event Statistics for the month of March, 2020. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Mar 2020 Council Report by District .pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 4, 2020
Agenda Date: May 13, 2020
Prepared By: Charlene Jenkins-Catechis, Administrative Secretary
Through: Michael P. Cantaloupe, Chief of Police
Requested Action:
Cocoa Police Department District Event Statistics for Council Information

BACKGROUND:

The Cocoa Police Department tracks and reports a monthly breakdown of event statistics. These reports illustrate total incidents, reports written and Patrol Checks. They also show incidents and case reports by shifts, hour of the day and the total crime that are Crime reportable. Attached is the March 2020 report.

STRATEGIC PLAN CONNECTION:

Crime - Public Safety

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Cocoa Police Department District Event Statistics for Council Information

Cocoa Police Department
Council Report

March 2020

Prepared by Dailaity Henson

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Total UCR Offenses by Month – 2020 ,2019, & 2018 12

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

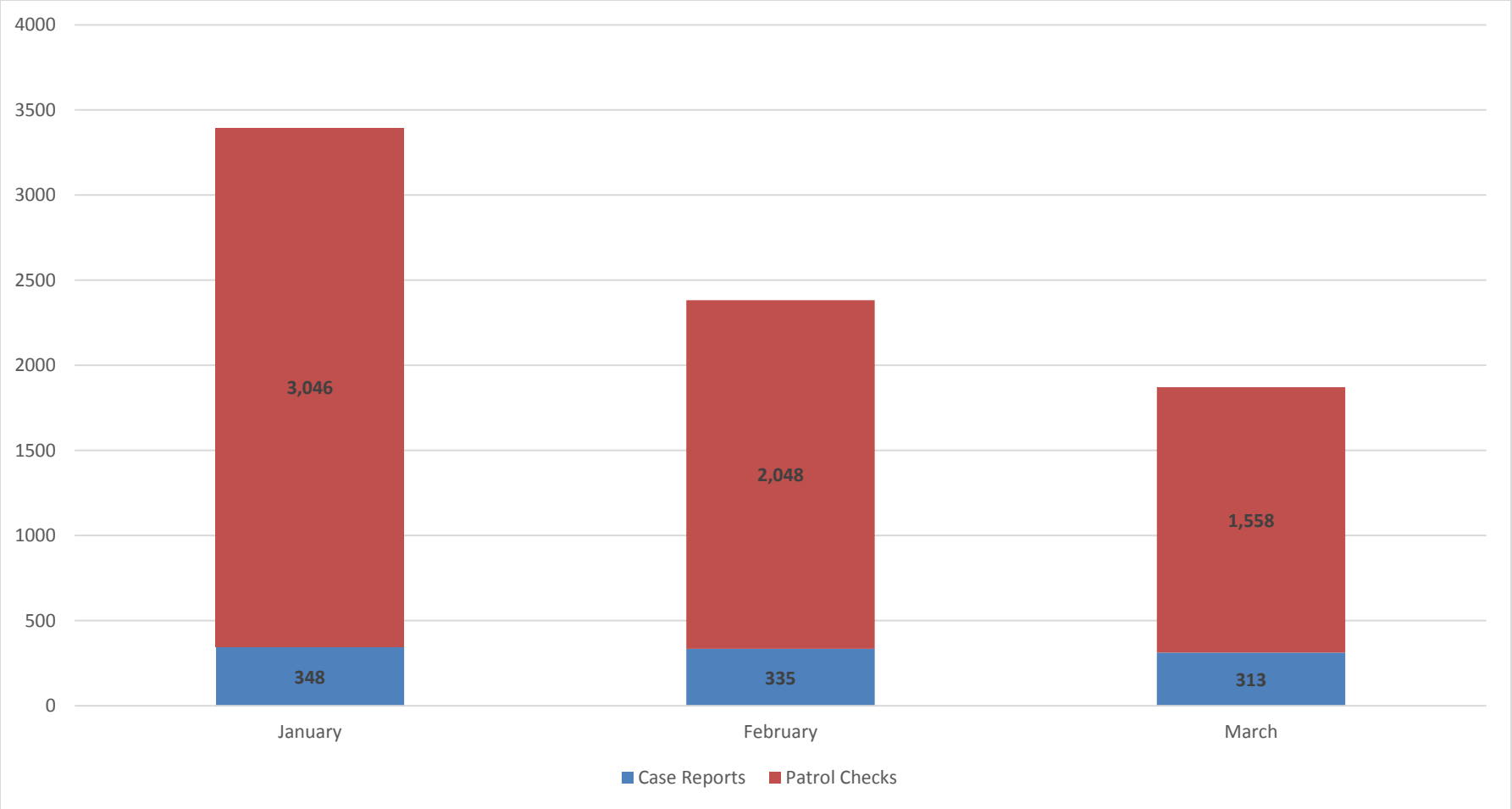
Findings Summary

The purpose of this report is to provide Council with an overview of incidents and case reports for March 2020. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2018, 2019 and 2020.

- 2,967 incidents
- 313 Case Reports (11% of incidents)
    - 177 Criminal Case Reports (57% of all case reports)
    - 136 Non-Criminal Case Reports (43% of case reports)
    - 75 Criminal Case Reports were closed by Arrests/Capias Requests (42% of criminal case reports)
    - 4 Non-Criminal Case Reports were closed by Arrests/Capias Request (3% of non-criminal cases reports)
- 1,774 incidents were initiated by police officers
- District 2 experienced the most cases with a total of 102
- District 3 experienced the fewest cases with a total of 14
- Agg Assault/ Agg Stalking Offenses have ***increased*** by a 75% from the previous month
- Burglary Offenses have ***decreased*** by a 20% from the previous month
- Larceny Offences have ***decreased*** by 15% from the previous month
- Overall, UCR offenses have ***increased*** from the previous month by an 9%

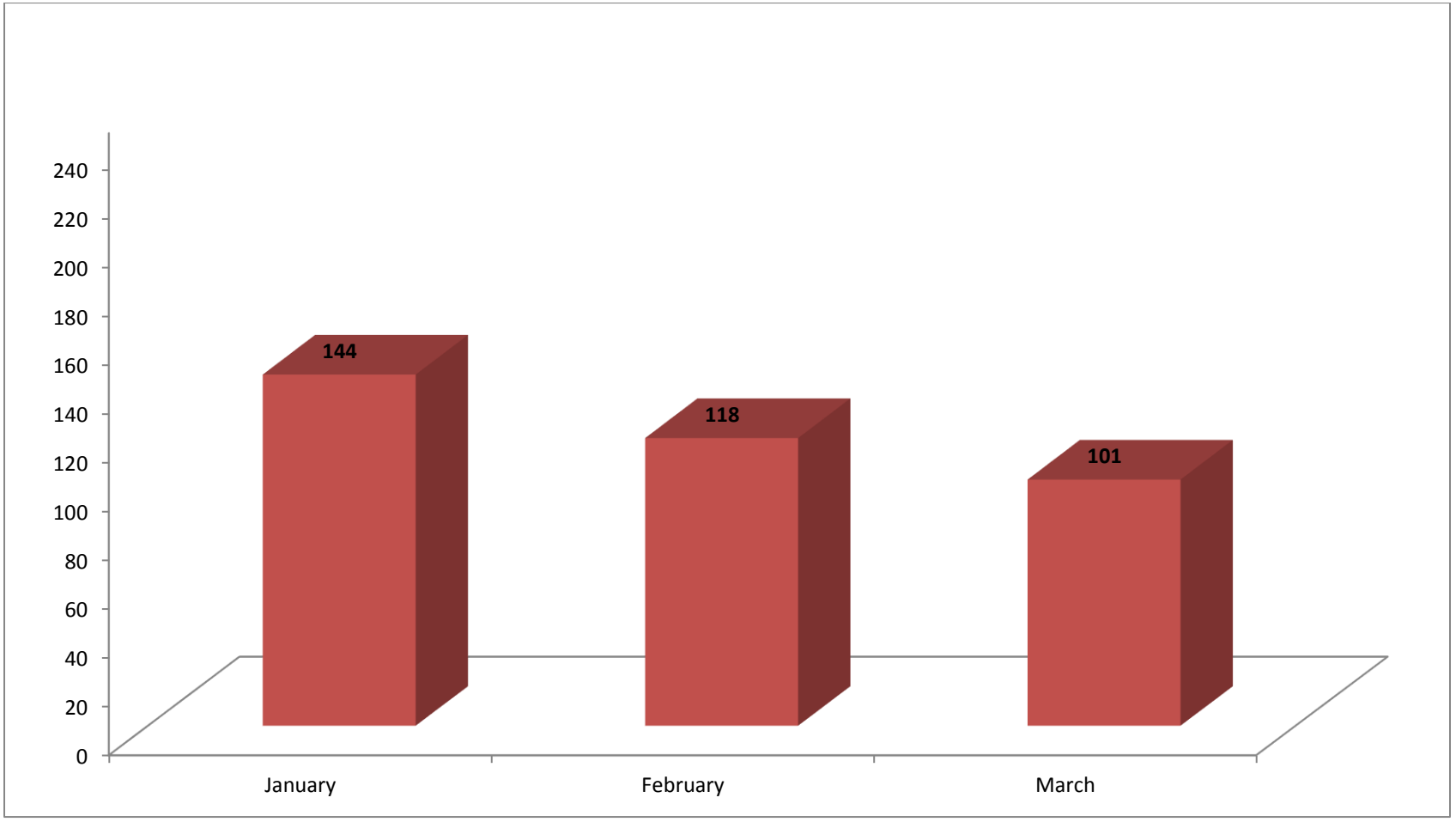
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total Patrol Checks and Case Reports for the City of Cocoa



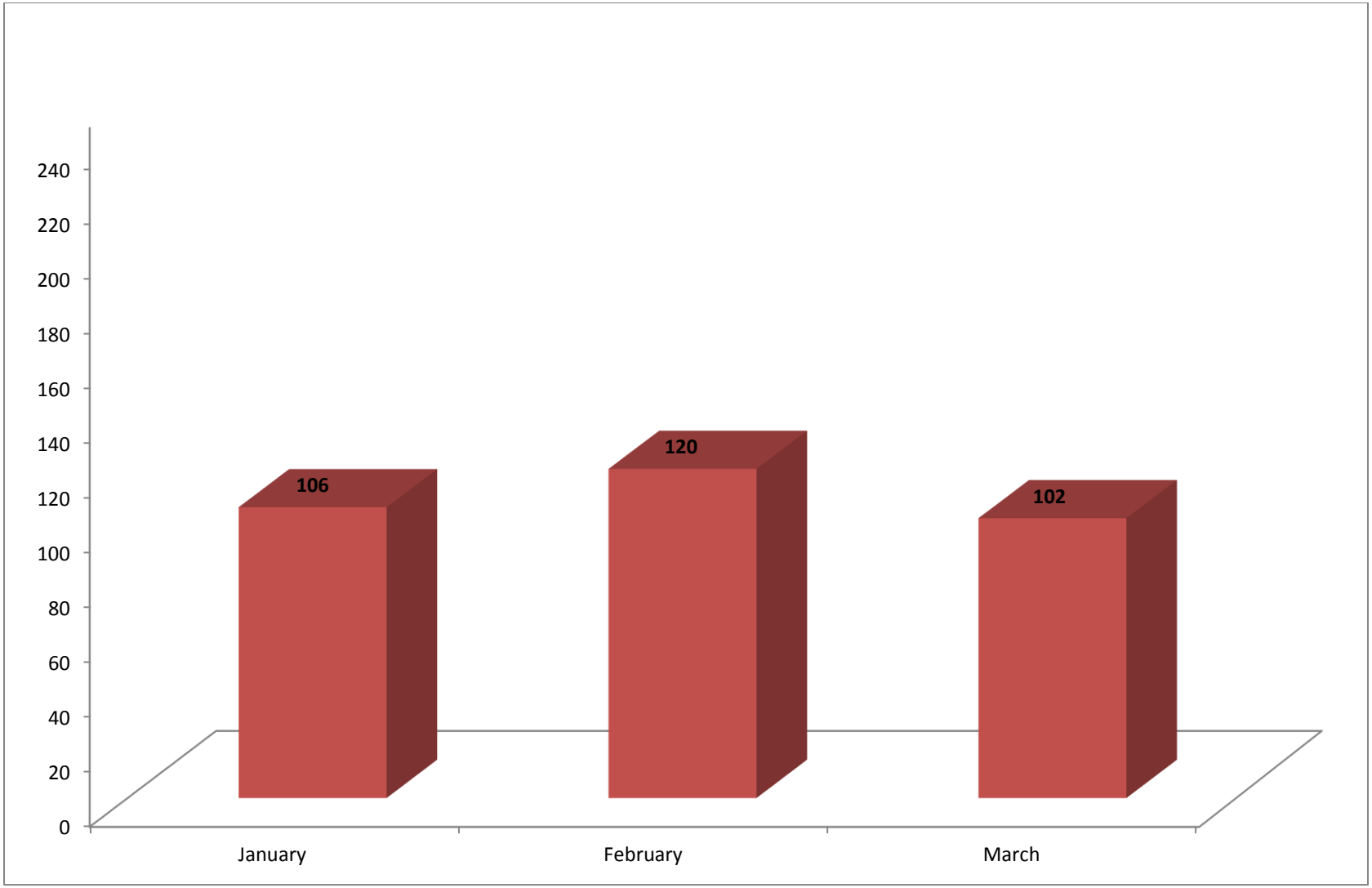
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 1 Case Reports



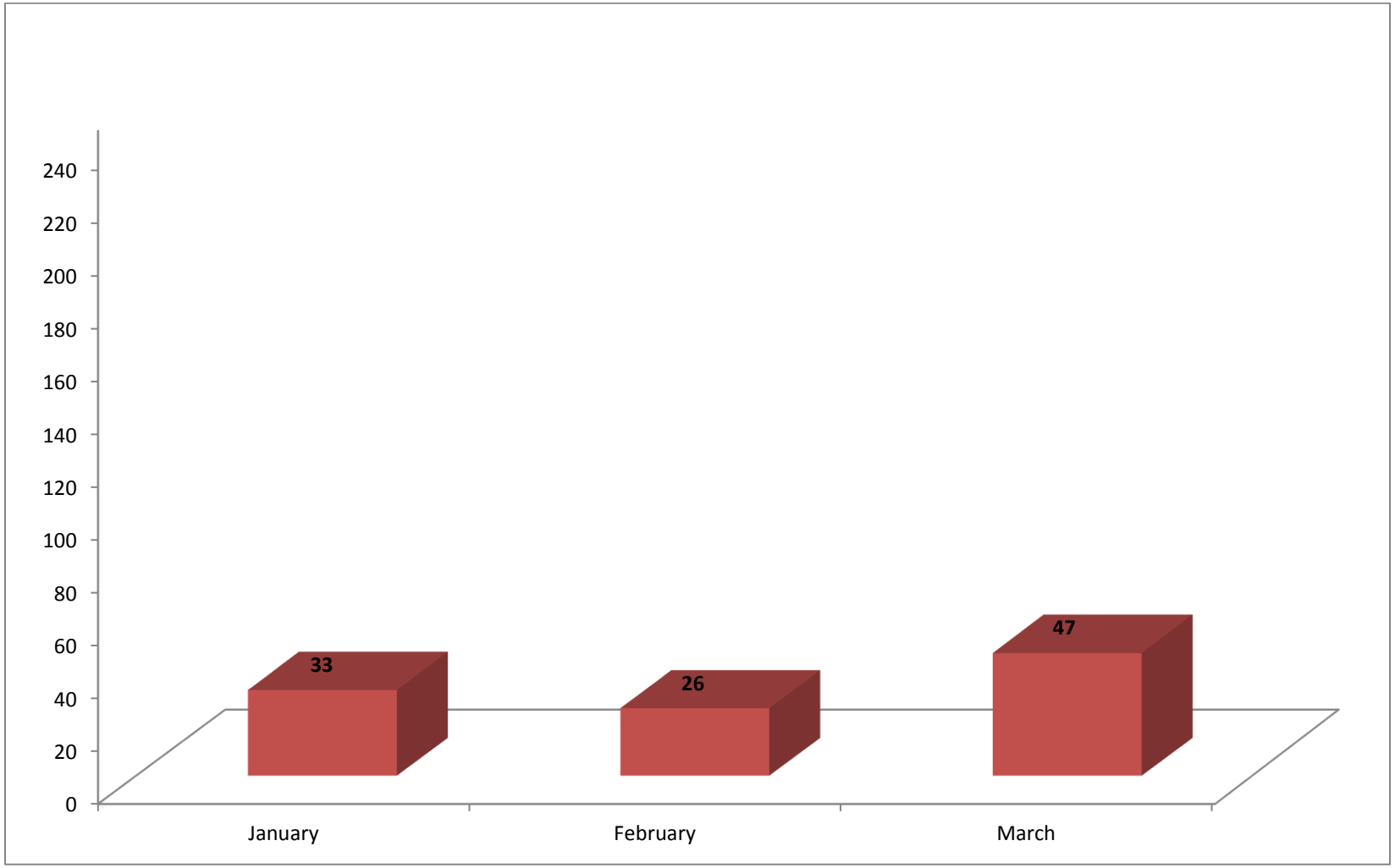
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 2 Case Reports



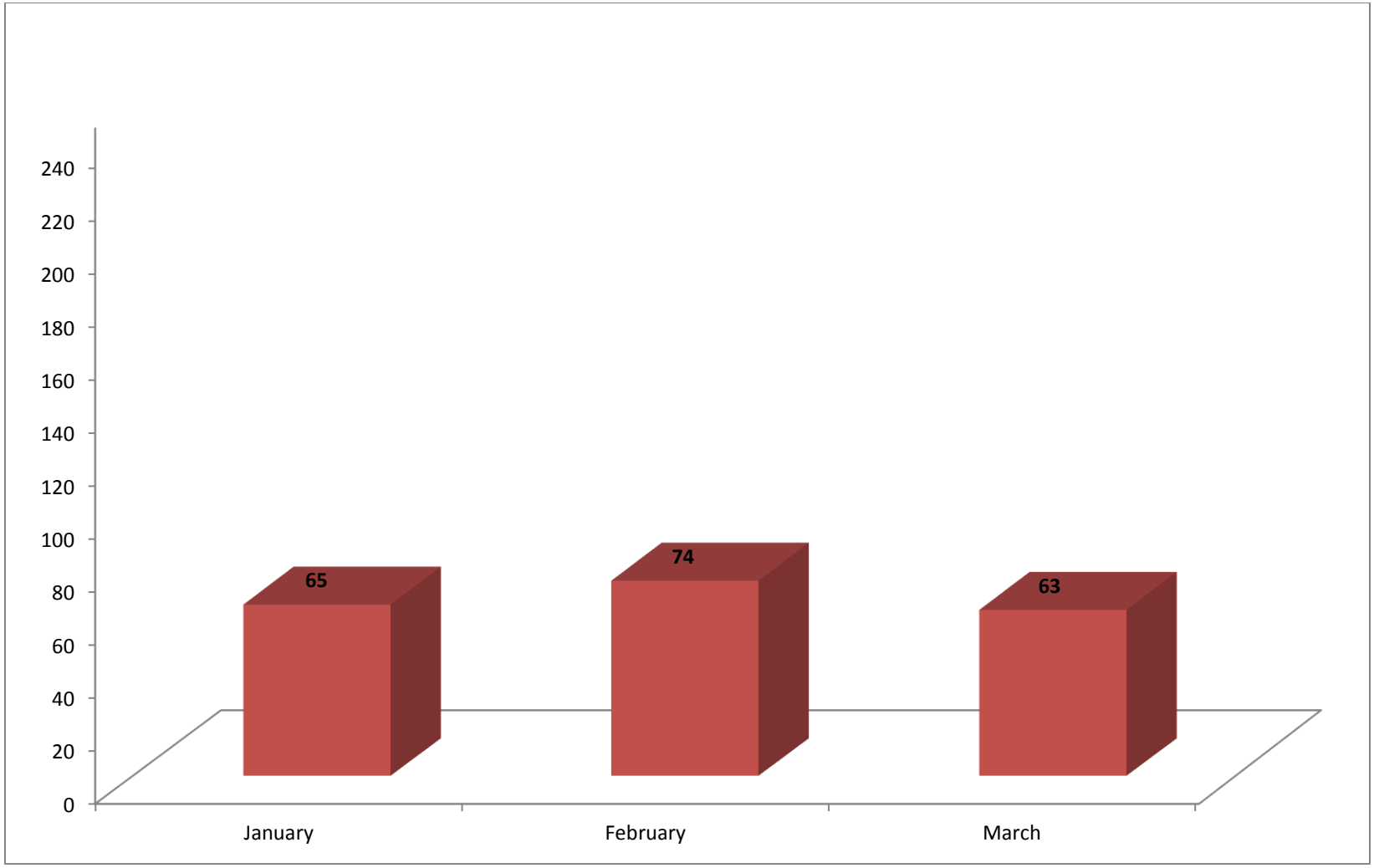
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 3 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 4 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Locations of Incidents

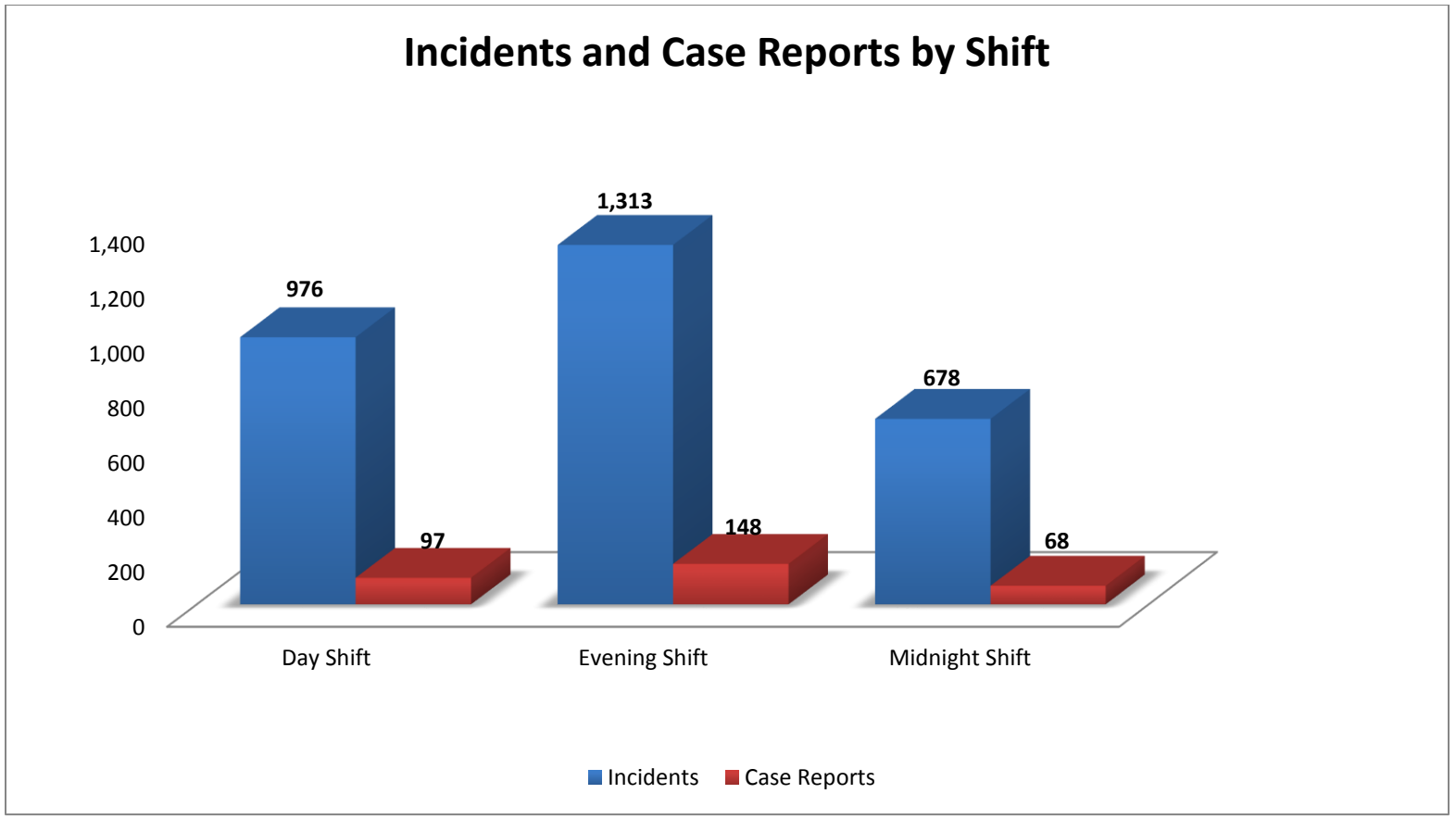
The table below illustrates the total of Incidents and Cases from March 1, 2020 thought March 31, 2020 to the locations listed.

Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
2700 SR.524	179	21
1514 Clearlake Rd	29	4
1407 Dixon Blvd	19	6
1080 N. Fiske	17	14
900 Friday Rd	14	1
800 N. Fiske	13	4
1010 N. Fiske Blvd	7	1
1524 Clearlake Rd	2	0
TOTAL	**280**	**51**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Shift

The chart below illustrates incidents and cases reported by shifts. For the purpose of this report, the shifts were broken down into day shift, evening shift and midnight shift. Midnight shift experienced the lowest number of incidents and cases. Evening shift experienced the highest number of incidents and cases.

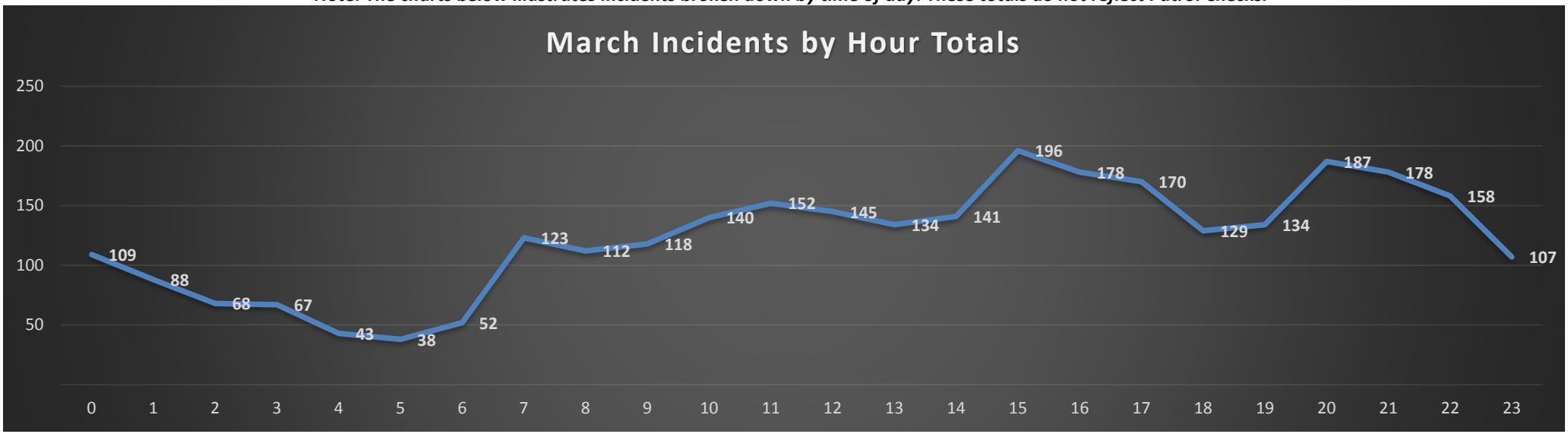


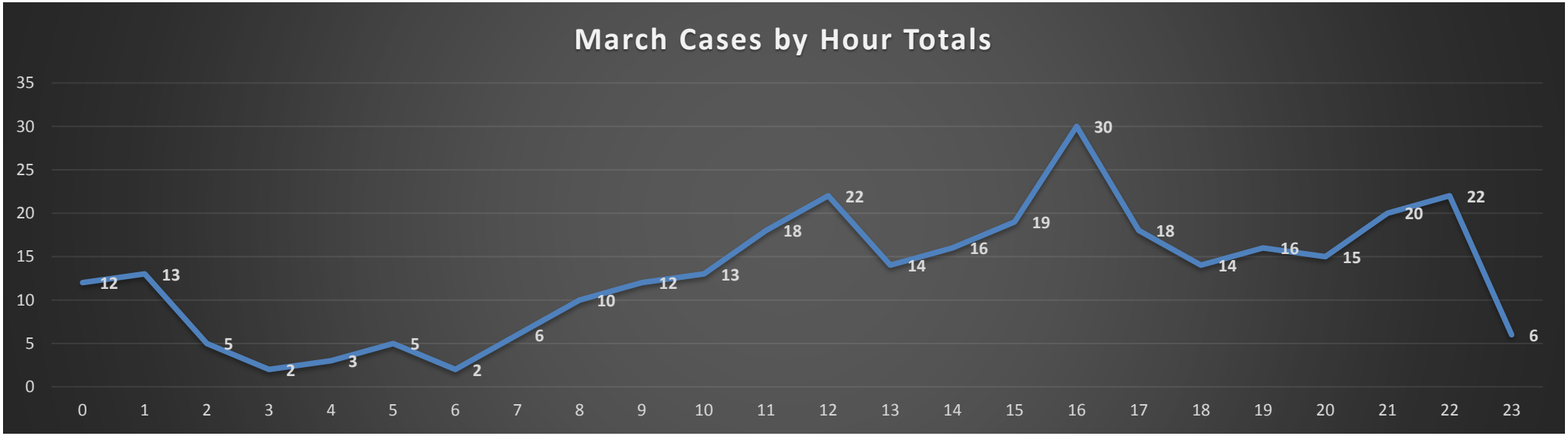
NOTE: The totals in the graph above do not include Patrol Checks.

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Hour

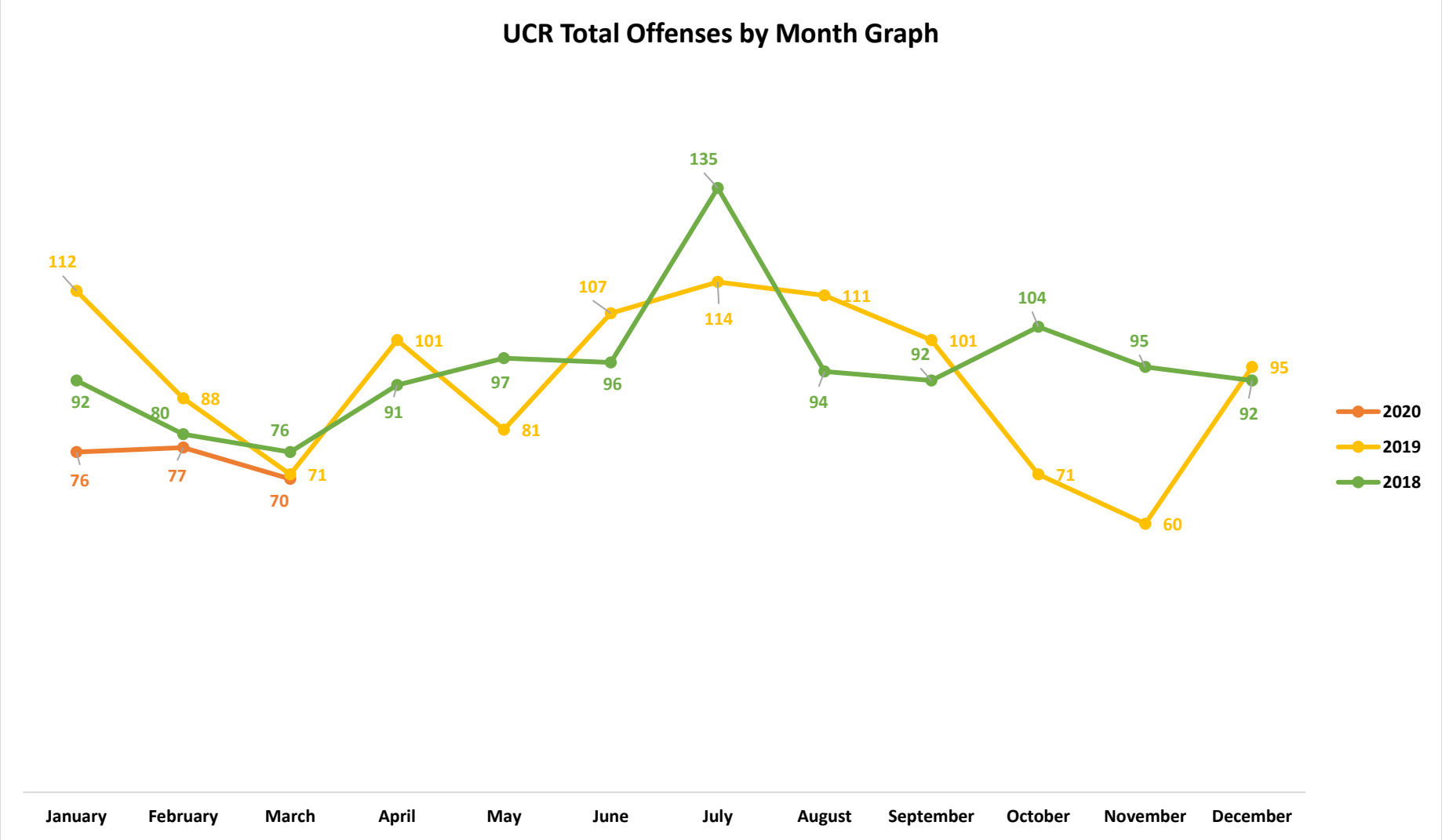
Note: The charts below illustrates incidents broken down by time of day. These totals do not reflect Patrol Checks.





Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total UCR Offenses by Month – 2020, 2019 & 2018



***NOTE:** UCR Simple Assaults Offenses totals are no longer included in the 2018 line graph.**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst