City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, April 13, 2021

6:00 PM

Cocoa City Council Chambers

City Council

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 21-245 Approve the Agenda for the Regular meeting of April 13, 2021, as presented or with amendments.

Attachments: 04-13-2021 Short Agenda ADA.pdf

MINUTES:

II.2(a) 21-246 Approve the Minutes for the Regular meeting of March 9, 2021, as written or with amendments.

Attachments: 03-09-2021 Minutes ADA.pdf

Exhibit A - Cocoa Water and Sewer Rate Study.pptx

III. AWARDS AND PRESENTATIONS:

III.1 21-248 Proclamation: Proclaiming April 2021 as "Water Conservation Month in Florida." (Mayor Blake)

Attachments: Water Conservation Month.pdf

III.2 21-249 Proclamation: Proclaiming the First Thursday of May as the "National Day of Prayer". (Mayor Blake)

Attachments: National Day of Prayer.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. CONSENT AGENDA:

V.1 21-251 Approve a Resolution to Commit Funds in the General Fund Balance to Decrease the Stabilization Reserve for Fiscal Year 2021. (Finance Director)

Attachments: Resolution FOM Stabilization Reserve Change March 23 2021.doc

V.2 21-258 Accept proposed Joint Stormwater and Potable Water Main Improvements Project Between the City of Cocoa and the City Cocoa Beach along McNabb Parkway (McNabb Parkway Water Main Replacement), Project No. WS21MR, to Gregori Construction Inc., Titusville, Florida; To Approve a Resolution Amending the FY2021 Budget, BAF# 21-063-T in order for the City of Cocoa to proceed with the Joint Project. (Utilities Director)

Attachments: Budget Resolution FY 2021- ADA Compliant.docx
BAF-21-063-T-UT-Interlocal Agree with Cocoa Beach - (04-13-21) Agenda 21-2
700 PM-City Commission Regular Meeting.pdf
Award Recommendation Ltr CB Convair Cove SW LID Imp and McNabb Pky W
Convair Lid Stormwater Bid - Gregori Construction Inc..pdf
Construction Cost Estimate w WM 11.3.2020.pdf
Interlocal Convair Cove Stormwater LID Improvements-Recorded.pdf
COI_Cocoa.pdf

V.3 21-262 Approve a Resolution Amending the FY 2021 Budget to Reallocate Funds Due to Increased/Unexpected Expenditures at the Dyal WTP; BAF #21-065-T. (Utilities Director)

Attachments: Budget Resolution FY 2021- ADA Compliant.docx
BAF 21-065-T-UT-Dyal WTP SCADA Upgrades (04-13-21) Agenda 21-262.pdf

V.4 21-265 Approve the FY 2020-2021 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of $551,358.03 and Approve a Resolution Amending the FY2021 Budget, BAF#21-067-A. (Community Services Director)

Attachments: HOME Disbursement Agreement FY 20-21.pdf
Budget Resolution FY 2021- .docx
BAF-21-067-A-HOME-Decrease grant to match disb agree (4-13-21) Agenda 21

V.5 21-268 Approve the Third Addendum to the Binding Development Agreement between the City of Cocoa, Florida and The Cocoa Grand, LLC. (Community Services Director)

Attachments: Third Addendum to 2075 W King Street Development Agreement(3128955.6).p

V.6 21-271 Approval of Resolution 2021-24, Adopting “Cirrus Drive” as a Street Name for the Cirrus Apartment project. (Community Services Director)

Attachments: Resolution 2021-24 Approving Street Name Cirrus Drive.pdf
drawing of Cirrus Drive location.pdf

V.7 21-272 Approval of Resolution 2021-25, Adopting “Starship Drive, Calypso Way, Hyperion Way, Gemini Place, Cressida Lane, Cocoa Landing Way and Proteus Lane” as Street Names for the Arbors at Cocoa Landing Apartment project. (Community Services Director)

Attachments: Resolution 2021-25 Approving Street Names Starship Drive and others for Arbo

V.8 21-293 Approve a Resolution Amending the FY21 Budget (BAF # 21-069-A) for additional project funding in the amount of $85,000 related to Bid 20-06-COC to Parkit Construction, Inc.; Authorize the City Manager, City Attorney and Public Works Director to finalize and execute final settlement documents with Parkit Construction, Inc. and seek reimbursement with FDOT for eligible project expenses. (Public Works Director)

Attachments: Budget Resolution FY 2021- ADA Compliant.docx
BAF 21-069-A- PW-Parkit Construction Settlement (4-13-21)Agenda 21-293 pdf

MULTI-YEAR CONTRACTS:

V.9 21-188 Approve Bid No. B-21-10-COC, Ammonium Sulfate, to Hawkins, Inc., 2263 Clark Street, Apopka, Florida, for the Purchase of Ammonium Sulfate; To Approve as a Multi-Year Contract from FY2021 through FY2023 with Two (2) Additional One (1) Year Extensions; To Authorize the City Manager to Execute the Contract and future renewals, purchase orders, change orders, and amendments to the contract. Approve a Resolution Amending the FY21 Budget BAF# 21-062-T. (Utilities Director)

Attachments: Bid Summary.pdf
E-Verify Contractor Affidavit.pdf
Master Bid Tabulation Sheet.pdf
Notice of Intent to Award.pdf
Section 100.6 Scheduled Pricing Table.pdf
Service Level Agreement_Contract No. 21-10_HAWKINS.pdf
Hawkins, Inc. COI exp..30.2021.pdf
Budget Resolution FY 2021- ADA Compliant.docx
BAF 21-062-T-UT-Purchase of Ammonium Sulfate (04-13-21) Agenda 21-188.p

V.10 21-275 Approve entry into multi-year agreement with Kronos for the Workforce Telestaff application. Request Council grant the City Manager authorization to approve annual renewals and to issue the related purchase orders. (Fire Chief)

Attachments: City of Cocoa Fire Dept WF TeleStaff SaaS Agreement Countersigned.pdf
City of Cocoa Fire Dept WF TeleStaff SaaS SMB Countersigned.pdf

VI. PUBLIC HEARINGS:

VI.1 21-202 Approve on 2nd and Final Reading: Ordinance 02-2021 of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Zoning, Article XI, Sections 4A, 5 and 6 of the Zoning Ordinance of the City of Cocoa; limiting the future application of the RU-2-10 zoning district and the regulations therein pertaining to the construction of Single-Family Dwellings; providing for the repeal of prior inconsistent ordinances and resolutions, incorporation into the Code, severability, and an effective date. (Community Services Director)

Attachments: Ord. 02-2021 (revised) RU 2-10 Single-Family - 3-3-2021 Clean.pdf
Legal Ad Proof 3-23 and 4-13.pdf

VI.2 21-206 Approve on 2nd and Final Reading: Ordinance 04-2021 of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Article XI, Sections 18 and 22 of the Zoning Ordinance of the City of Cocoa; allowing townhouses and single-family homes as a Special Exception use within the Core Commercial district and certain sub-districts of the Cocoa Waterfront Overlay District; amending the Waterfront Overlay Regulating Plan to allow for House building types on certain properties within the Cocoa Waterfront Overlay District; providing for the repeal of prior inconsistent ordinances and resolutions, incorporation into the code, severability, and an effective date. (Community Services Director)

Attachments: Ord 04-2021 C-C and CWOD w-map.pdf
Legal Ad Proof 3-23 and 4-13.pdf

VI.3 21-216 Approve on 2nd and Final Reading: Ordinance 06-2021, a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXII, changing the Zoning Map designation of a 9.33 acre portion of three (3) parcels of land located south of the intersection of SR524 and London Blvd. from RU-2-10 (Low-Density Single-Family and Multiple-Family District) to RU-2-15 (Multiple-Family Dwelling District). (Community Services Director)

Attachments: Ordinance 06-2021 Rezoning London Cove-Retreat at Cocoa Commons RU-2-
Location Map.pdf
Legal Ad Proof (FLUM and Rezone).pdf

VI.4 21-233 Approve on 2nd and Final Reading; Ordinance 05-2021, a Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, for a City initiated request to change the Future Land Use Map designation of a portion of one (1) parcel from City of Cocoa "Low Density Residential" to City of Cocoa "Medium Density Residential". (Community Services Director)

Attachments:
- Ordinance 05-2021 FLU Amendment London Cove-Retreat at Cocoa Commons
- Location Map.pdf
- Legal Ad Proof (FLUM and Rezone).pdf

VI.5 21-283 Approve Ordinance No. 07-2021 on Second and Final Reading: Relating to Term Limits of Board members. (City Manager)

Attachments:
- Ordinance 07-2021 Term Limits.pdf
- Email-Proposed Ordinance 07-2021 - Letters from Police and General Employe
- Police Pension - Letter to City Council on Ord. 07-2021.pdf
- General Employees' DB Plan - Letter to City Council - Ord. 07-2021.pdf
- Ordinance 07-2021 AdOrderConf.pdf

VII. COUNCIL BUSINESS:

VII.1 21-243 Approve the current Code Enforcement Lien for the property located at 122 Rosa L Jones, be reduced to $1,336.81 as recommended by the Code Enforcement Board. (Interim Police Chief)

Attachments:
- Cost Affidavit Form -122 RLJ.xlsx
- Staff Report for Lien Reduction-122 Rosa L Jonesdocx.docx
- Lien Reduction Application 122 RLJ.pdf
- Letter Requesting 122 RLJ.pdf
- Warranty Deed.pdf
- Property Appraiser 122 RLJ.pdf
- Property Tax122 RLJ.pdf
- Corp Documents.pdf
- SunBiz.pdf
- Before Demo Picture.pdf
- After Demo Picture.pdf

VII.2 21-264 Consider the Donation Application for Cocoa Youth Athletics, Inc. in the amount of $1,000. (Administrative Services Director)

Attachments:
- Donation Application: Cocoa Youth Athletics, Inc.pdf
- Stradley Field repairs needed.pdf
- Cocoa Youth Athletics Presentation.pdf

VII.3 21-267 Accept the Comprehensive Annual Financial Report (AFR) and the Audit Report for Fiscal Year 2020. (Finance Director)

Attachments: AFR Draft 041221.pdf

VII.4 21-285 Consider whether to allow City of Cocoa Emergency Ordinance No. 13-2020 Requiring Face Coverings to remain in effect or terminate the Ordinance. (Assistant City Manager)

Attachments: 13-2020 (Emergency Ordinance _ Requiring Face Coverings).pdf

21-2020 (Amending Ord. 13-2020 re_ Face Masks).pdf

VII.5 21-288 Consideration of Resolution No. 2021-029, designating a portion of S.R. 520 as the Sgt. George Lee Taylor, Sr. Memorial Highway. (City Manager)

Attachments: Highway Designation-Sgt. George Lee Taylor Sr..docx

VII.6 21-289 Consider the Reappointment of Marlene Weiss & Jennifer Riggs as members of the Sustainability Advisory Board through February, 2024. (Administrative Services Director)

Attachments: 04_09_2021 Intent to Reapply-Riggs.pdf

04_05_2021 Intent to Serve-Weiss.pdf

Sustainability Advisory Board Roster.pdf

VIII. CITY BUSINESS:

VIII.1 21-256 Approve the establishment of the City of Cocoa Roadside Memorial Marker Program Policy. (Public Works Director)

Attachments: Cocoa Roadside Memorial Marker Program Policy.docx

VIII.2 21-274 Approval of the proposed loan terms and conditions for the “Local Government Area of Opportunity” funding in the amount of $354,000 for the Retreat at Cocoa Commons Senior Affordable Housing Project; and Authorize the City Manager to finalize and execute required legal documents. (Community Services Director)

Attachments: October 23, 2019 City Clerk Journal Page 3.pdf

Local Government Verification of Contribution Form.pdf

Retreat Request for LGAO letter 3-30-21.pdf

Retreat at Cocoa Commons update to city council 4-13-2021.pdf

HUD Reg Agmnt

Surplus Cash Note.pdf

VIII.3 21-291 Approve the establishment of the City of Cocoa Logo Use Policy. (Assistant to the City Manager/Public Information Officer)

Attachments: City of Cocoa Logo Policy.docx

VIII.4 21-292 Authorize the City Manager to finalize and execute a forgivable loan Agreement with Medearis Foods Inc. dba Cocoa Save A Lot at 1208 Dixon Blvd. utilizing American Rescue Plan Act funding. Approve staff to perform all necessary budget actions related to this agenda item. (Community Services Director)

Attachments: Save A Lot American Rescue Plan Funding Forgivable Loan Agreement - 4-12-2

IX. INFORMATIONAL AGENDA:

IX.1 21-276 Fire Incident Summary Report for March 2021. (Fire Chief)

Attachments: March 2021 Record Volume By Incident Type Report.pdf

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

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

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

However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

Interested persons may submit their written comments or questions regarding the meeting prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda. Any electronic comments submitted will be made part of the meeting record. Written comments or questions not relevant to the Council meeting agenda will not be made part of the meeting record but will be maintained as public record.

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.

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion. When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.
Public debate by individual speakers from the audience on public hearing items shall be limited to three (3) minutes. Applicants or representatives of recognized groups with special interests in a matter shall be limited to ten (10) minutes; and total debate on a single issue shall be limited to thirty (30) minutes. Only one presentation per person per item shall be allowed.

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. Matters may also be raised by the Council, City Manager or City Attorney under reports and acted upon by the City Council.

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

Legislation Details (With Text)

File #:	21-245	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	3/17/2021			**In control:**	City Council
On agenda:	4/13/2021			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of April 13, 2021, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04-13-2021 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 17, 2021
Agenda Date: April 13, 2021
Prepared By: Carie Shealy, City Clerk
Through: .
Requested Action:
Approve the Agenda for the Regular meeting of April 13, 2021, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of April 13, 2021, as presented or with amendments.

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Agenda (Amended)
City of Cocoa
Regular Meeting of The City Council

Date: April 13, 2021
Time: 6:00 pm
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of April 13, 2021 (21-245)

2. Minutes: (a) Regular Meeting of March 9, 2021 (21-246)

III. Awards and Presentations:

1. Proclamation: Proclaiming April 2021 as "Water Conservation Month in Florida." (21-248). (Mayor Blake)

2. Proclamation: Proclaiming the First Thursday of May as the "National Day of Prayer". (21-249). (Mayor Blake)

IV. Delegations:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), water and sewer customers (on matters related to the City's water and/or sewer system), and any person on any item on the agenda (except *Emergency items, Ministerial items, Quasi-judicial items, and*

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

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

V. Consent Agenda:

(A) General Consent Items:

1. Approve a Resolution to Commit Funds in the General Fund Balance to Decrease the Stabilization Reserve for Fiscal Year 2021. (21-251). (Finance Director)

2. Accept proposed Joint Stormwater and Potable Water Main Improvements Project Between the City of Cocoa and the City Cocoa Beach along McNabb Parkway (McNabb Parkway Water Main Replacement), Project No. WS21MR, to Gregori Construction Inc., Titusville, Florida; To Approve a Resolution Amending the FY2021 Budget, BAF# 21-063-T in order for the City of Cocoa to proceed with the Joint Project. (21-258). (Utilities Director)

3. Approve a Resolution Amending the FY 2021 Budget to Reallocate Funds Due to Increased/Unexpected Expenditures at the Dyal WTP; BAF #21-065-T. (21-262). (Utilities Director)

4. Approve the FY 2020-2021 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of $551,358.03 and Approve a Resolution Amending the FY2021 Budget, BAF#21-067-A. (21-265). (Community Services Director)

5. Approve the Third Addendum to the Binding Development Agreement between the City of Cocoa, Florida and The Cocoa Grand, LLC. (21-268). (Community Services Director)

6. Approval of Resolution 2021-24, Adopting “Cirrus Drive” as a Street Name for the Cirrus Apartment project. (21-271). (Community Services Director)

7. Approval of Resolution 2021-25, Adopting “Starship Drive, Calypso Way, Hyperion Way, Gemini Place, Cressida Lane, Cocoa Landing Way and Proteus Lane” as

Street Names for the Arbors at Cocoa Landing Apartment project. (21-272). (Community Services Director)

8. Approve a Resolution Amending the FY21 Budget (BAF # 21-069-A) for additional project funding in the amount of $85,000 related to Bid 20-06-COC to Parkit Construction, Inc.; Authorize the City Manager, City Attorney and Public Works Director to finalize and execute final settlement documents with Parkit Construction, Inc. and seek reimbursement with FDOT for eligible project expenses. (21-293). (Public Works Director)

(B) Multi-Year Contracts:

9. Approve Bid No. B-21-10-COC, Ammonium Sulfate, to Hawkins, Inc., 2263 Clark Street, Apopka, Florida, for the Purchase of Ammonium Sulfate; To Approve as a Multi-Year Contract from FY2021 through FY2023 with Two (2) Additional One (1) Year Extensions; To Authorize the City Manager to Execute the Contract and future renewals, purchase orders, change orders, and amendments to the contract. Approve a Resolution Amending the FY21 Budget BAF# 21-062-T. (21-188). (Utilities Director)

10. Approve entry into multi-year agreement with Kronos for the Workforce Telestaff application. Request Council grant the City Manager authorization to approve annual renewals and to issue the related purchase orders. (21-275). (Fire Chief)

VI. Public Hearings:

1. Approve on 2nd and Final Reading: Ordinance 02-2021 of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Zoning, Article XI, Sections 4A, 5 and 6 of the Zoning Ordinance of the City of Cocoa; limiting the future application of the RU-2-10 zoning district and the regulations therein pertaining to the construction of Single-Family Dwellings; providing for the repeal of prior inconsistent ordinances and resolutions, incorporation into the Code, severability, and an effective date. (21-202). (Community Services Director)

2. Approve on 2nd and Final Reading: Ordinance 04-2021 of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Article XI, Sections 18 and 22 of the Zoning Ordinance of the City of Cocoa; allowing townhouses and single-family homes as a Special Exception use within the Core Commercial district and certain sub-districts of the Cocoa Waterfront Overlay District; amending the Waterfront Overlay Regulating Plan to allow for House building types on certain properties within the Cocoa Waterfront Overlay District; providing for the repeal of

prior inconsistent ordinances and resolutions, incorporation into the code, severability, and an effective date. (21-206). (Community Services Director)

3. Approve on 2nd and Final Reading: Ordinance 06-2021, a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXII, changing the Zoning Map designation of a 9.33 acre portion of three (3) parcels of land located south of the intersection of SR524 and London Blvd. from RU-2-10 (Low-Density Single-Family and Multiple-Family District) to RU-2-15 (Multiple-Family Dwelling District). (21-216). (Community Services Director)

4. Approve on 2nd and Final Reading; Ordinance 05-2021, a Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, for a City initiated request to change the Future Land Use Map designation of a portion of one (1) parcel from City of Cocoa “Low Density Residential” to City of Cocoa “Medium Density Residential”. (21-233). (Community Services Director)

5. Approve Ordinance No. 07-2021 on Second and Final Reading: Relating to Term Limits of Board members. (21-283). (City Manager)

VII. Council Business:

1. Approve the current Code Enforcement Lien for the property located at 122 Rosa L Jones, be reduced to $1,336.81 as recommended by the Code Enforcement Board. (21-243). (Interim Police Chief)

2. Consider the Donation Application for Cocoa Youth Athletics, Inc. in the amount of $1,000. (21-264). (Administrative Services Director)

3. Accept the Comprehensive Annual Financial Report (AFR) and the Audit Report for Fiscal Year 2020. (21-267). (Finance Director)

4. Consider whether to allow City of Cocoa Emergency Ordinance No. 13-2020 Requiring Face Coverings to remain in effect or terminate the Ordinance. (21-285). (Assistant City Manager)

5. Consideration of Resolution No. 2021-029, designating a portion of S.R. 520 as the Sgt. George Lee Taylor, Sr. Memorial Highway. (21-288). (City Manager)

6. Consider the Reappointment of Marlene Weiss & Jennifer Riggs as members of the Sustainability Advisory Board through February, 2024. (21-289). (Administrative Services Director)

VIII. City Business:

1. Approve the establishment of the City of Cocoa Roadside Memorial Marker Program Policy. (21-256). (Public Works Director)

2. Approval of the proposed loan terms and conditions for the "Local Government Area of Opportunity" funding in the amount of $354,000 for the Retreat at Cocoa Commons Senior Affordable Housing Project; and Authorize the City Manager to finalize and execute required legal documents. (21-274). (Community Services Director)

3. Approve the establishment of the City of Cocoa Logo Use Policy. (21-291). (Assistant to the City Manager/Public Information Officer)

4. Authorize the City Manager to finalize and execute a forgivable loan Agreement with Medearis Foods Inc. dba Cocoa Save A Lot at 1208 Dixon Blvd. utilizing American Rescue Plan Act funding. Approve staff to perform all necessary budget actions related to this agenda item. (21-292). (Community Services Director)

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Fire Incident Summary Report for March 2021. (21-276). (Fire Chief)

X. Reports:

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

XI. Adjournment:

XII. Notice To The Public:

This is a public meeting. All interested parties may attend in person. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by

telephone at (321) 433-8484 or via email at cshealy@cocoafl.org. Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:

(1) https://tinyurl.com/s5e875r or

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

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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.

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion. When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.

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

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Legislation Details (With Text)

File #:	21-246	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	3/17/2021			**In control:**	City Council
On agenda:	4/13/2021			**Final action:**	
Title:	Approve the Minutes for the Regular meeting of March 9, 2021, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	03-09-2021 Minutes ADA.pdf Exhibit A - Cocoa Water and Sewer Rate Study.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 17, 2021
Agenda Date: April 13, 2021
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Regular meeting of March 9, 2021, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes for the Regular meeting of March 9, 2021, as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

March 9, 2021

A Regular City Council Meeting was held on Tuesday, March 9, 2021, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the meeting to order at 6:23 p.m.

Pastor Jarvis Wash provided the invocation and a Military member of the audience led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The Assistant City Clerk took the roll.

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

OTHER STAFF MEMBERS PRESENT:

Matthew Fuhrer, Assistant City Manager; Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; John Hankins, Interim Chief of Police; Jonathan Lamm, Fire Chief; Bryant Smith, Public Works Director; Rebecca Bowman, Finance Director; Nancy Bunt, Community Services Director; Jason McCuen, Helpdesk Support Tech; Rob Beach, Chief Technology Officer; and Samantha Senger, Assistant to the City Manager/PR Specialist.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of February 9, 2021 (21-181)

2. Minutes: (a) Regular Meeting of February 9, 2021 (21-182)
(b) Utilities Workshop on February 1, 2021 (21-189)

* **MOTION by Councilmember Blake; Seconded by Councilmember Dyal, to approve the Agenda for the Regular meeting of March 9, 2021 with an amendment to add an item recognizing the volunteers who helped with COVID-19 vaccine sign-ups, which will become item III.1, therefore moving the presentation to Mrs. Hieber to item III.2.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Councilmember Koss; Seconded by Dyal, to approve the Minutes for the Regular Meeting of February 9, 2021 and the Utilities Workshop on February 1, 2021 as written.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Recognition of Volunteers. (Mayor Blake)

   Chief Lamm presented certificates of recognition to the volunteers who assisted with COVID-19 vaccine sign-ups. On behalf of the City, he expressed the deep gratitude for the many hours they volunteered to the City. The following volunteers were recognized: Linda Dolphin, Jennifer Riggs, Todd Riggs, Bernice Cox, Frank Jones, Bridget Hagood, Sue Davis, Jayme Rainwater, Carolyn Hawkins, Connie Ripper and Lisa Laytham.

2. Key to the City and Proclamation Presentation to Mrs. Karrie Hieber, Brevard County's 2021 Teacher of the Year. (21-183). (Mayor Blake)

   Deputy Mayor Goins read a proclamation into the record and Mayor Blake presented a Key to the City to Mrs. Hieber and recognized her for her hard work and dedication to the school and her students.

   Mrs. Hieber's family spoke of how proud they are of her and shared thoughtful sentiments. Former Deputy Mayor Brenda Warner also spoke highly of Mrs. Hieber and acknowledged her strength and commitment to her students.

IV. Delegations:

Ms. Linda Tisdale, 1322 Stetson Ct., just found out Harvey's and Save-a-Lot is slated to close and she is concerned about the disabled and elderly people in that area. She is curious to know what happened and if another business is going to come in to take its place. In response, City Manager Whitten stated that this is the first he's heard of this.

Mayor Blake also noted that when he spoke with Ms. Tisdale earlier this morning it was also the first time he had heard of this.

Ms. Tisdale added that she is concerned about the disconnect taking place in the City. In response, Mayor Blake added that information will be disseminated to the public as it is received.

Ms. Elizabeth Baker, 1450 Taurus Ct., Merritt Island, picks up litter and has coordinated with Edmond Law to do a trash pickup on March 20th. She shared that there will be five locations to meet at for anyone interested in participating and the event will be from 9am-12pm. It will be coupled with a food drive as well. Keep Brevard Beautiful is also working with them and will provide buckets and trash picks. This is about bringing awareness to the community about the littering issues in the County.

Mr. Wayne Clark, 400 Cox Rd., noted they have fire inspections every year, but this year a young inspector came by and issued a citation for several violations. Mr. Clark expressed that they are willing to fix the issues but he wasn't given the time to do the repairs, although he requested 90 days.

He mentioned that Chief Lamm spoke with him and offered to work with him on the violations. Mr. Clark pointed out that he is concerned that if this is the way the inspector treats other businesses then Cocoa will fall behind. He also added that they have pulled permits for work in the past and when their work was inspected they never had violations. He stated he would like staff to work with him and not against him.

V. Consent Agenda:

1. Council approval to apply for two Phase 2 Construction Grants through the Florida Inland Navigation District (FIND) for the reconstruction of the boat ramps at Lee Wenner Park and dredging of the waterfront area. (21-169). (Public Works Director)

2. Approve Fourth Amendment to License Agreement with T-Mobile South, LLC, Successor in Interest to APT Tampa/Orlando, Inc. (21-48). (Utilities Director)

3. Approval and allowance of an additional 30 days to execute a previously approved Binding Development Agreement between the City of Cocoa, Florida and M&R United, Inc. consistent with Appendix A Zoning of the City Code, to approve a conceptual development plan for a Single-Story Commercial Building type with retail development and a drive-thru use, on a parcel of land in the Waterfront Sub-district of the Cocoa Waterfront Overlay District, with conditions. (21-199). (Community Services Director)

(B) Multi-Year Contracts:

4. Award Multi-year Bid # B 21-03A-COC, Lee Wenner Park- Mangrove Trimming to EarthBalance, the lowest responsive bidder. Authorize the City Manager to execute the contract for one year and to execute subsequent renewals pending future budget approvals. Authorize the City Manager to issue the related purchase orders. (21-155). (Public Works Director)

5. Authorize the City Manager to Approve and Execute the Assignment and Assumption of the multi-year contract between the City of Cocoa and Orange Lien Data, LLC to PropLogix, LLC for Lien Search Services. (21-164). (Finance Director)

6. Approve the First and Final Amendment to Professional Services Agreement with S&ME, Inc. (PSA-03-13A-COC) for professional planning consultant services. The Final Amendment will be effective March 18, 2021 and terminating on March 17, 2022. Authorize the City Manager to execute the Amendment to the Professional Services Agreement, PSA-03-13A-COC. (21-172). (Community Services Director)

7. Approve the Request for Qualifications (RFQ) Review Committee Recommendation of a multi-vendor, multi-year award for professional services and hardware for Systems Administration; Network Architecture and Security; Wireless Network Support; Storage and Backups; Virtualization Support; Application/Database Development and Support; Audio/Visual Support and Desktop Support for RFQ #20-20-COCO, Professional IT Services. To authorize the City Manager to Negotiate and Execute Continuing Services Agreements with the recommended firms. (21-173). (Chief Technology Officer)

*** MOTION by Councilmember Hearn; Seconded by Deputy Mayor Goins, to approve the Consent agenda.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Council Business:

1. Accept Stantec Consulting Services, Water/Sewer Utility Impact Fee Study and the Utility Rate Design and Miscellaneous Service Charges Study, Final Reports. (21-184). (Finance Director)

Ms. Bowman provided a background of the item and noted that staff is requesting that Council accept Stantec's Water/Sewer Utility Impact Fee Study, the Utility Rate Design and Miscellaneous Service Charges Study and the Final Reports.

Mr. Jeff Dykstra, Stantec, gave a presentation[1] and explained the study and reports in detail. He discussed the rate study components which are updated annually during the City's budget process. He reviewed the Rate Structure and provided Stantec's findings. Mr. Dykstra pointed out that Stantec is recommending a few minor changes.

He also noted the water rate structure modifications and covered the base charges and volumetric charges and explained the basis of the change. He reviewed the water monthly fixed charge and talked about the City's water meters. He also discussed the sewer rate structure modifications and the sewer monthly fixed charge as well as the water and sewer monthly bill. He touched on residential customer bill impacts and explained the increases. He spoke in regard to non-residential customer bill impacts and also noted large user customer bill impacts. He pointed out miscellaneous service charges and fees and what they are as well as their purpose and what the process is. He shared Stantec's findings and recommendations. Lastly, he explained the impact fees and the cost basis and provided a final summary and timeline.

*** MOTION by Mayor Blake; Seconded by Councilmember Dyal to approve the item.**

AYES: Blake, Dyal, Hearn, Koss

NAYES: Goins

THE MOTION CARRIED UNANIMOUSLY (4-1)

2. Request for the City Council to consider establishing term limits for City Advisory Committees and Boards. (21-203). (Councilmember Koss)

[1] Exhibit A: Stantec Presentation

Councilmember Koss pointed out that she wished to bring this item forward because at one time the City struggled to fill vacancies on boards, however with the success of the Citizen Academy, there has been more interest from citizens serving on boards. She would like to propose a motion to consider an ordinance for 9-year maximum term limits.

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Goins, to approve with discussion.**

Councilmember Dyal expressed that he has a hard time agreeing with this because some volunteers have given many years to serve the City and will now be asked to resign.

Deputy Mayor Goins asked after 9 years, if there is no one else interested in the position, could that board member be reappointed and if Councilmember Koss would reconsider adding this stipulation in her motion. In response, Councilmember Koss agreed to amend her motion.

Councilmember Koss added that it is not her intent to “fire” volunteers and pointed out this would only affect those who have completed their 9 years. The whole purpose is not to put anyone down as they are valued, but rather increase civic engagement and recognize those who are eager to be involved.

Deputy Mayor Goins asked what will happen to the current volunteers who have completed their 9 years. In response, Councilmember Koss explained that they would be grandfathered in.

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Goins, to amend the original motion to have the City Attorney draft an ordinance amendment modifying the current language to establish 9-year term limits for board and committee members on boards or committees whose terms are not subject to the City Charter. In the case where a term has expired and there are no other interested volunteers, the current member would have the opportunity to be reappointed.**

AYES: Blake, Goins, Hearn, Koss

NAYES: Dyal

THE MOTION CARRIED UNANIMOUSLY (4-1)

VII. Public Hearings:

1. Approve a Resolution for FY21, Updating the Utility Handbook's Policies (1000.3) and including Schedule A (1001A.FY21): Water, Sewer and Reclaimed Utility Rates, Fees and Charges and Schedule B (1001B.FY21): Miscellaneous Rates, Fees and Charges, Effective April 1, 2021; and including an annual 4% automatic increase to the rates, fees and charges set forth on Schedule A commencing on October 1, 2021 and each October 1 thereafter through the rate increase on October 1, 2025 subject to the City Council's annual review and authority to suspend or reduce said automatic annual increase. (21-185). (Finance Director)

Ms. Bowman stated the City has a Utility Handbook which will incorporate some of the results of the study that was just accepted by Council. She explained that this hearing is necessary in order to incorporate these changes into the handbook, specifically addressing the change in the rates as well as the miscellaneous fees, rates and charges.

Additionally, this resolution includes an automatic 4% increase to the utility rates which is based on the projection put forth by Stantec, however each year the sustainability analysis will be performed as part of the City's budget process. Staff will bring back the results of the analysis to Council as the City goes through the budgetary process to determine if the rate increase is needed or not.

City Attorney Garganese read the title of the Resolution into the record as follows:

RESOLUTION NO. 2021-016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, REVISING THE CITY OF COCOA UTILITY HANDBOOK AND THE SCHEDULES ESTABLISHING WATER, SEWER AND RECLAIMED WATER CHARGES AND USAGE RATES; PROVIDING FOR ANNUAL INCREASES ON OCTOBER 1ST OF RATES AND CHARGES SET FORTH ON SCHEDULE A RELATED TO WATER, SEWER, RECLAIMED AND PUBLIC FIRE HYDRANTS AND PRIVATE FIRE MAINS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, SEVERABILITY AND AN EFFECTIVE DATE.

Mayor Blake opened the hearing to the public. There being no further questions or comments the public portion of the hearing was closed.

* **MOTION by Councilmember Dyal; Seconded by Councilmember Hearn, to approve the item.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

1. Pass on 2nd Reading: Ordinance 01-2021, amending the Future Land Use Map designation of one (1) parcel totaling 0.6 acres from Brevard County “Community Commercial” to City of Cocoa “Industrial”. (21-153). (Community Services Director)

Ms. Bunt mentioned the parcel is owned by GEM Industries and the address is located at 4050 W. King St.

City Attorney Garganese read the title of the ordinance into the record as follows:

ORDINANCE NO. 01-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF 0.60 ACRES, MORE OR LESS, ON STATE ROAD 520, WEST OF COX ROAD AND EAST OF TOWNSEND ROAD, BEING LEGALLY DESCRIBED ON EXHIBIT “A”ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF THE REAL PROPERTY FROM BREVARD COUNTY “COMMUNITY COMMERCIAL” TO CITY OF COCOA “INDUSTRIAL”; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

City Attorney Garganese added that this is the second and final reading of the item.

Mayor Blake opened the hearing to the public. There being no further questions or comments the public portion of the hearing was closed.

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

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

1. Conduct a Public Hearing to obtain citizen input and comments on housing and community development needs; approve recommendations on FY2021-2022 CDBG and HOME program funding; and provide notice to solicit public comment and notice of final public hearing scheduled for May 25, 2021. (21-166). (Community Services Director)

Ms. Bunt shared that the City anticipates receiving $172,703.00 dollars in Community Development Block Grant funds from the US Department of Housing

and Urban Development. The City also anticipates receiving $85,363.76 in Home Investment Partnership Program funds from HUD as part of the Brevard County HOME Consortium.

Furthermore, of the five proposals submitted, five requested public service funds related to the CDBG Program. The total amount of funds requested was $38,500 and the City will have approximately $25,905 available to support public services. The minimum amount of funding per any CDBG public service agency is $5,000.

Ms. Bunt shared the following agencies have requested funds:

- Community Services Council of Brevard – Senior Nutrition Program
- Central Brevard Sharing Center
- The Salvation Army North Central Brevard Corps
- Family Promise of Brevard
- North Brevard Sharing Center

Ms. Bunt noted the amount of funding requested by each agency as well as the recommendations made by the Staff Review Committee. Additionally, she pointed out that the remaining CDBG grant will be for the repayment of the Section 108 loan which was for the Dr. Joe Lee Smith Center, a total of $894,000. Staff is requesting that $112,258 dollars is applied towards the loan.

As required by the City's Citizen Participation Plan, staff is requesting City Council hold a Public Hearing to obtain citizen input and comments on housing and community development needs and approve recommendations on FY2021-2022 CDBG and HOME Program funding. Upon City Council's approval, a 30-day public comment notice listing proposed projects along with the corresponding Action Plan will be advertised in the Florida Today newspaper. The notice will also inform the public of the date of the second and final Public Hearing, which will be held on May 25, 2021.

Mayor Blake opened the hearing to the public.

David Brubaker, CEO of the Central Brevard Sharing Center, 113 Aurora St., Cocoa, explained that they are applying for funds to support food demands at the Sharing Center. He is proud to say they have never had to close the Sharing Center, even through the pandemic. He provided a history of the Sharing Center and shared the statistics to those of which they have served. He pointed out that when Covid happened they did not register individuals that came to the Sharing Center for help for three months. He added that they did not ask questions, they just fed them. Additionally, one hundred percent of the funding they receive goes to purchasing food. In response, Mayor Blake thanked him for serving the community.

Councilmember Hearn also thanked Mr. Brubaker and asked who he needs to contact to volunteer at the Sharing Center. In response, Mr. Brubaker offered to get in contact with him.

Tara Pagliarini, 2873 Sonoma Way, Rockledge, and Executive Director of Family Promise of Brevard, shared that she has a goal to end homelessness in the community. She pointed out that Family Promise of Brevard serves families with children who have fallen into homelessness but they serve families who are at risk of losing their homes as well. These are families who live at or below the poverty level and are families who are working but struggle to meet the needs to support their own families.

Ms. Pagliarini stated that Family Promise of Brevard strives to prevent families from losing their homes. She provided statistics and asked Council to consider the five cases they are presenting this evening for financial assistance. Mayor Blake noted that he admires Family Promise for what they do and he supports them whole heartedly.

Councilmember Koss thanked Ms. Pagliarini for what she does and asked how many churches in Cocoa offer shelters. In response, Ms. Pagliarini explained that there are three or four churches in Cocoa that will host families for a week at a time. Other congregations are scattered throughout the County.

Ms. Cindy Mitchell, PO Box 940, Cocoa, and Director at Salvation Army, shared that they are a certified domestic violence center as well and they never stopped working through the pandemic. She explained that unfortunately domestic violence did not take a break when the Coronavirus hit as people found themselves stuck at home and sometimes in bad situations.

Additionally, the Salvation Army adopted a text chat line in addition to their voice hotline so people can reach out more privately if they are in close contact to their abuser. It is important for people to know that they can utilize their services without having to physically visit the facility. She noted that they are appreciative of the City's CDBG funds as the money helps to support food demands.

Ms. Paula Schroder, Aging Matters of Brevard, 3600 W. King St., Cocoa, and Meals on Wheels, delivers hot meals to homebound adults over the age of 60. They also have a congregate dining program which took a hit when Covid started, however they are still getting meals delivered to them. They have been able to deliver frozen meals as well. They had 300 people on their waiting list when Covid started and they worked hard to get all those people served. She added that all of the money goes towards buying food and they are appreciative of the City's funds. They also arrange transportation for those who want to get vaccinated.

Councilmember Hearn offered to volunteer if they need help. In response, Ms. Schroder provided the phone number for anyone interested.

There being no further questions or comments the public portion of the hearing was closed.

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

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

1. Award Bid No. B-21-07-COC, Dyal Groundwater Filter #2 IMS Cap and Media Replacement, Project No. WS19FR, to Elenis Contracting, LLC, of Campbell, Ohio, in the Amount of $256,013; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not To Exceed $25,602 (10% of the contract amount), for a Total Project Cost of $281,615; To Approve a Resolution Amending the FY2021 Budget, BAF #21-053-A; and To Authorize the City Manager to Execute the Contract. (21-156). (Utilities Director)

Mr. Walsh explained the item and noted that there are five bids.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve the item.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

None.

IX. Informational Agenda:

None.

X. Reports:

Mr. Gregg Stoll, 2203 Salem Dr., Space Coast TPO representative, wished to pass on that Terry Jordan from SCAT has launched real time bus locations which is

beneficial to customers. He also shared that they will have technology which will tell you how many people get on and off the bus and where throughout the day.

City Manager Whitten discussed an initiative for online permitting and added that several members of staff made it happen. Online permitting is now live and there are about twenty-five permits that can be obtained online. The team consisted of Matt Fuhrer, Sam Senger, Nancy Bunt, Charlene Neuterman, Anthony Warren, Heidi Byron, Torri Edwards, Rebecca Bowman, Sherry Alexander, Rachael Colvin, Rob Beach and Karen Kemp. He noted that he is very proud of the effort they put forward. There will be more building permits, business tax receipts and some P&Z processes that will be available online in the future.

Mr. Beach added that this was a real cross team effort to get this going and it has been live since March 1st and there is more to come.

Mr. Smith explained as part of the consent package Council approved two applications through the FIND Grant for the dredging and boat ramps, however staff would also like approval to submit a FIND application and resolution for the fishing pier at Lee Wenner Park. He explained that although Brevard County would be the applicant, staff would like permission to get the process started.

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

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Mr. Walsh wished to remind everyone that notices were sent out for the chlorine change to the water and that will take place on March 13th. Additionally, there is a shut-down of the north bound lane on Courtenay Parkway between Needle Road and Richland Avenue due to the replacement of a water main and valve which may create some traffic issues. He noted that further information is posted on the City's website for anyone who needs it.

Ms. Gemmati shared that there were many qualified applicants that applied for the Police Chief position. At this moment the committee is conducting zoom interviews so the list can be narrowed. By the end of this week staff should have a list of finalists and then a community meeting will be scheduled so that information will be coming soon. Ms. Gemmati also pointed out that the HR Manager, Lorne Stinnett, has done a great job and so has the committee.

Councilmember Koss asked how many finalists there will be. In response, Ms. Gemmati explained that there were ten zoom interviews but it will be narrowed to down to three to five finalists.

Chief Lamm provided a Covid update and shared that Brevard County has had 34,833 cases and 764 deaths to date. The City of Cocoa has had 3,184 cases so far and currently there are 37 active cases in within Cocoa city limits.

Additionally, Chief Lamm discussed the difference between federal sites and state sites in regard to what is required to get vaccinated. Staff is active in sharing information online to help clear any confusion as to where people can go to get the vaccine. They are hoping with the new Johnson & Johnson vaccine being approved people will be able to have access to a vaccination sooner rather than later. He noted they are trying very hard and will continue to push forward to reach out to whoever they need to in order to get vaccinations out to the residents and emergency personnel here in the City.

Lastly, Chief Lamm stated that he will be working with the City's Purchasing Manager, Heath Hancher, to get water shipped to a Texas community who really needs it. He knows the Fire Chief in a town over there and knows they will appreciate it.

Interim Chief Hankins shared that in 2006 the Cocoa Police were accredited for the first time. Since then, the Police Department has gone through a re-accreditation process every three years. This year they will go through their fifth accreditation cycle and to prepare for that they will be going through a mock assessment which began this morning. So far, nothing other than grammatical errors have stood out so staff is continuing to move forward.

Ms. Senger explained that staff is seeking direction from Council on how to proceed with the July 4th event as staff has been approached by the orchestra to see what the City's intentions are. She provided some examples from the Dr. Phillips Center to show various ways the City can create a safe environment for the July 4th event. Although it will still be a free event, early registration will be required and pods with barricades could be created that would allow 8-10 people per pod, ultimately allowing around 1,200 people to attend the event at Riverfront Park.

Mayor Blake asked if instead of being a free event, each attendee provide a non-perishable food item. In response, Ms. Senger replied affirmatively.

Councilmember Dyal asked Chief Lamm for a timeframe as to when it will be safer to have large gatherings with the amount of vaccines being issued. In response, Chief Lamm explained that it's hard to know for sure but the news media is saying sometime around May/June/July.

Ms. Senger pointed out that this is a preliminary safety plan and could definitely change as the date grows closer depending on Covid.

Councilmember Dyal mentioned the Mardi Gras event. In response, Chief Lamm noted that there were a lot of people that attended that did not wear masks, however the City is doing its best to prevent risk but also return to some form of normalcy.

Ms. Senger pointed out that Mardi Gras was not a City event, however the 4th of July event will be.

City Manager Whitten asked the Council to carefully consider this and asked Ms. Senger if it would hurt the orchestra to wait two more weeks so Council can think about this and then bring it back to the next Council meeting.

Ms. Senger also pointed out that the event will be fenced and there will only be two entrances where staff will make sure people entering are wearing masks. There will be in-person registration opportunities and online registrations.

Mayor Blake asked if this will be limited to Cocoa residents only. In response, Ms. Senger shared that Rockledge assists in sharing the cost of the fireworks with the City but the City puts forth the funds for the orchestra so registration will most likely be open to Rockledge as well.

Councilmember Koss thanked staff for how well this was thought out and put together.

City Manager Whitten shared that he received an email from Jerry Sansom regarding a resolution which will come before the Council at the next meeting.

He also shared that he received an email from a long-standing developer about how pleasant his experience has been working with staff.

Councilmember Dyal spoke about the Mardi Gras event and the Citizens Academy. He has also participated in a couple of walks.

Deputy Mayor Goins mentioned Rec 225 as they are donating part of their proceeds that were earned after the Jamel Dean event to Cocoa High's football team.

He also noted that on March 12th there will be the St. Marks Walk, on March 13th there will be the Cocoa Village walk and on March 20th there will be the Diamond Square walk.

Councilmember Koss gave a shout out to Emma Jewel Charter Academy for their character breakfast on perseverance. She also thanked Mr. Smith and City Manager Whitten for fixing the issues over in the High Point and Circle Dr. neighborhoods. She noted that there will be a community meeting on Saturday, March 20, 2021 at noon and discussion will be held on the history of Clearlake as well as brainstorming about what can be done since the museum and the YMCA have closed.

Councilmember Hearn congratulated staff on the launch of online permitting. He also mentioned one of the Mayor Fitness Challenge walks at Bracco Pond which was a nice event, however one thing everyone talked about was how hard it was to find the pond. He asked if an address or something could be created for the pond so people can find it. Lastly, he thanked Mr. Smith for addressing traffic issues in District 2.

Mayor Blake thanked staff and Council for Day of Prayer and thanked Councilmembers Dyal and Koss for Paws at the Park. He also gave a shout out to Cocoa High School who did a phenomenal job with the Black History Month program.

Additionally, Mayor Blake stated that he would like to spotlight online permitting. He also talked about Amazon coming to Cocoa and thanked staff for their hard work on that project.

City Manager Whitten touched on how hard staff worked to secure this project and recognized the departments that helped with the expedited review process and went above and beyond to get this project across the finish line. This will provide 200 jobs at $15 an hour.

XI. Adjournment:

*** MOTION by Councilmember Dyal; Seconded by Councilmember Hearn, to adjourn the Regular meeting of March 9, 2021.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:41 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie E. Shealy, City Clerk



City of Cocoa Water & Sewer Rate Study

Council Meeting

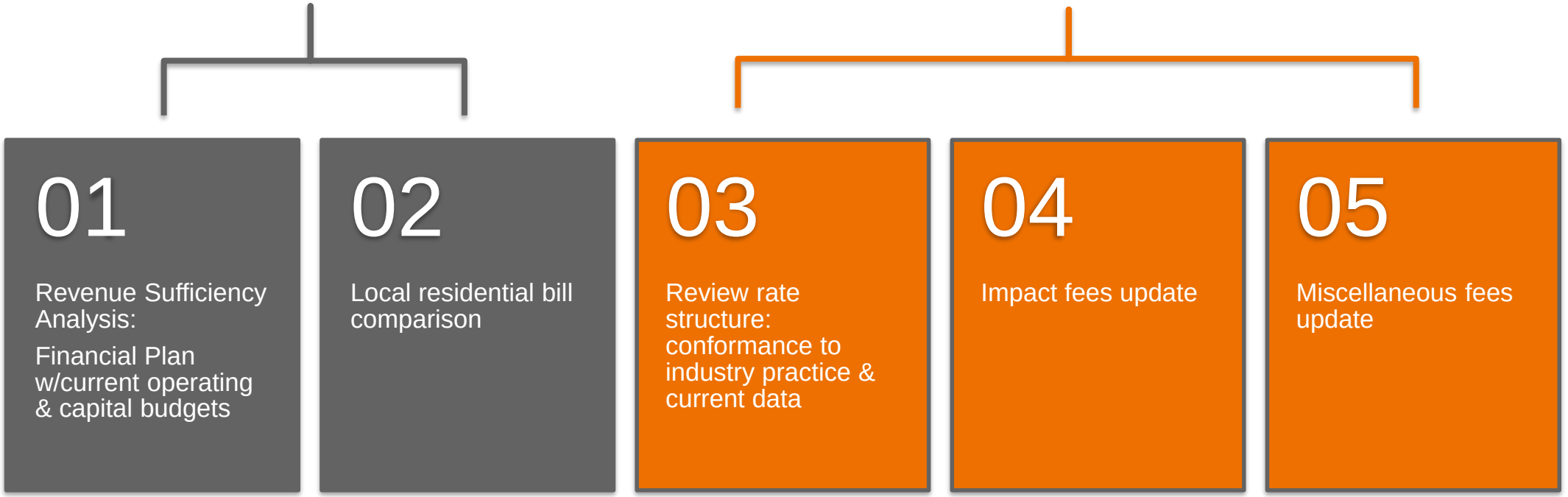
March 9, 2021

Stantec

Rate Study Components

Updated ***annually*** during the City's Budget Process:
Focus is financial sustainability

Updated less frequently:
Focus on specific rates & fees



"How much revenue is needed?"

"How will revenue be collected?"

2020 Revenue Sufficiency Analysis Results

FAMS Financial Analysis & Management System | By Stantec

City of Cocoa, FL — Water & Sewer Fund

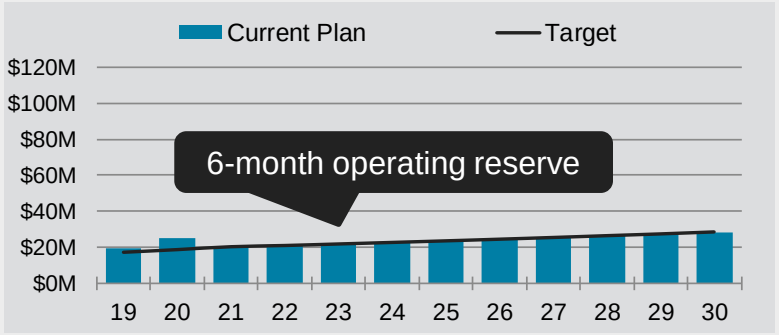
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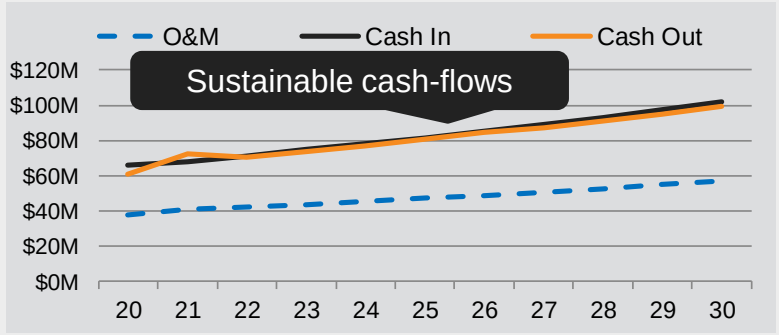
	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2025	FY 2030
		0.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	16.97%	42.36%
Senior-Lien DSC	3.63	3.40	2.78	2.65	2.80	2.96	2.50	2.72	2.88	2.84	2.90		
Subordinate DSC	7.63	6.97	7.45	8.30	9.75	14.01	20.62	22.98	25.07	26.34	30.19		

No rate increase this year

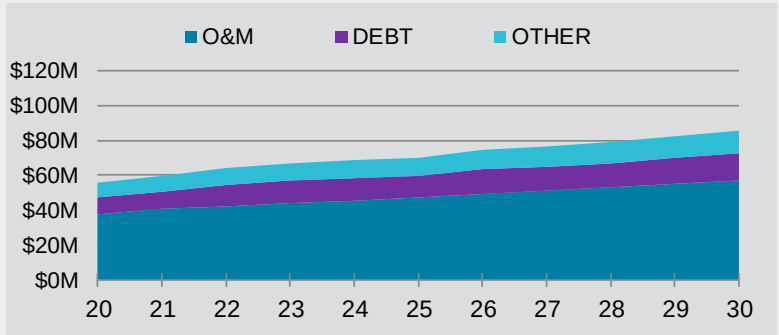
Operating Fund



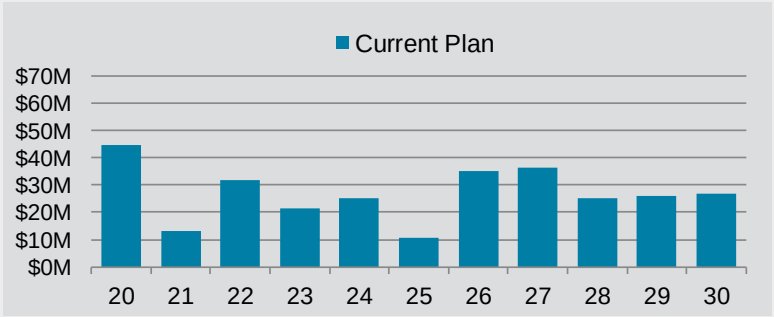
Revenues vs. Expenses



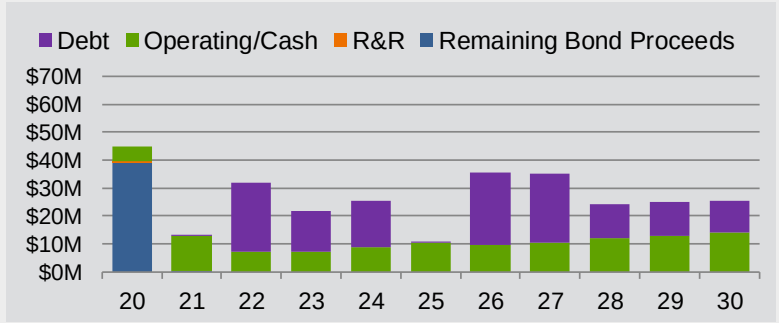
Expenses by Type



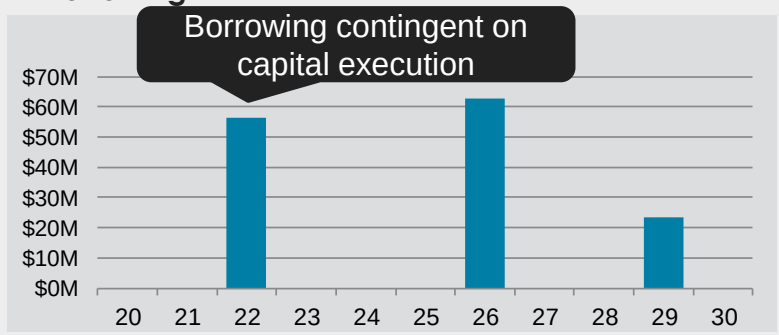
CIP Spending



CIP Funding



Borrowing



Rate Structure Review

Best practice: periodic review of current demands and industry trends

Findings: existing rate structure generally conforms to industry practices

Minor modifications recommended to achieve:

- Locally comparable base charges & strong level of revenue stability
- Base charges reflecting current industry standards for capacity of larger meters
- Tiers reflecting current usage patterns & typical irrigation needs
- Tier scaling by meter size based on current customer data



Proposed rates are "revenue neutral" overall

- No system-wide rate increase
- Customer bill impacts vary by meter size and monthly demand, but…

Approximately 70% of total system bills will decrease

Reclaimed Water Rate Structure Modifications

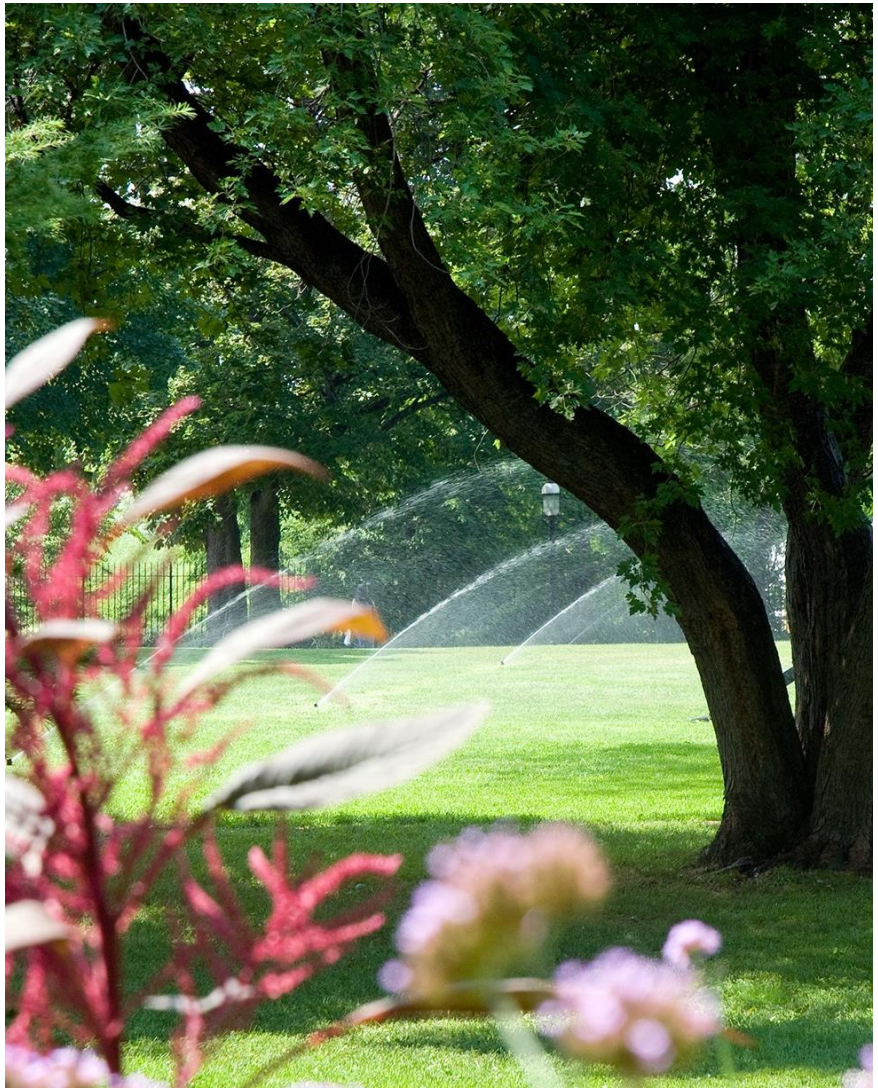
Base Charges:

- Updated pricing ratios by meter size

Meter Size	Current Monthly Base Charge*	Proposed Monthly Base Charge*
3/4”	$9.65	$9.05
1”	$9.65	$9.05
1.5”	$48.29	$54.29
2”	$64.38	$85.96
3”	$257.50	$196.81
4”	$386.25	$339.33
* Reflects Inside-City Rates		

Volumetric Charges:

- No changes to rates or tiers



Water Rate Structure Modifications

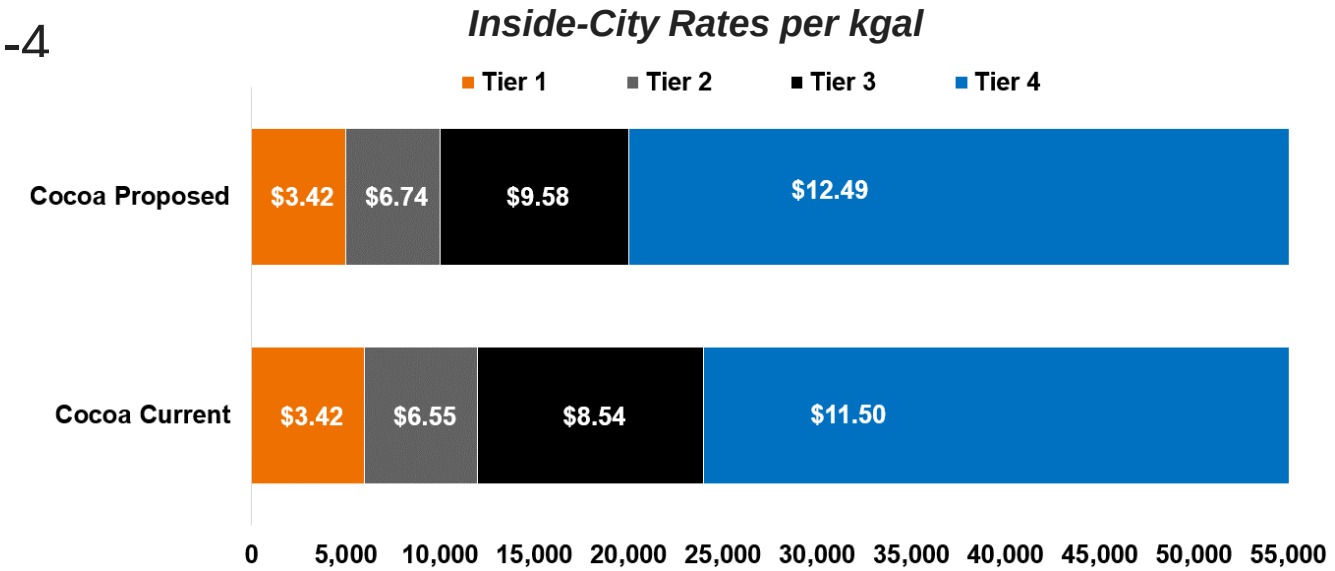
Base Charges:

- Slight reduction in overall fixed charge revenues
- Updated customer cost portion (not scaled by meter size)
- Updated readiness-to-serve portion (scaled by meter size) pricing

Volumetric Charges:

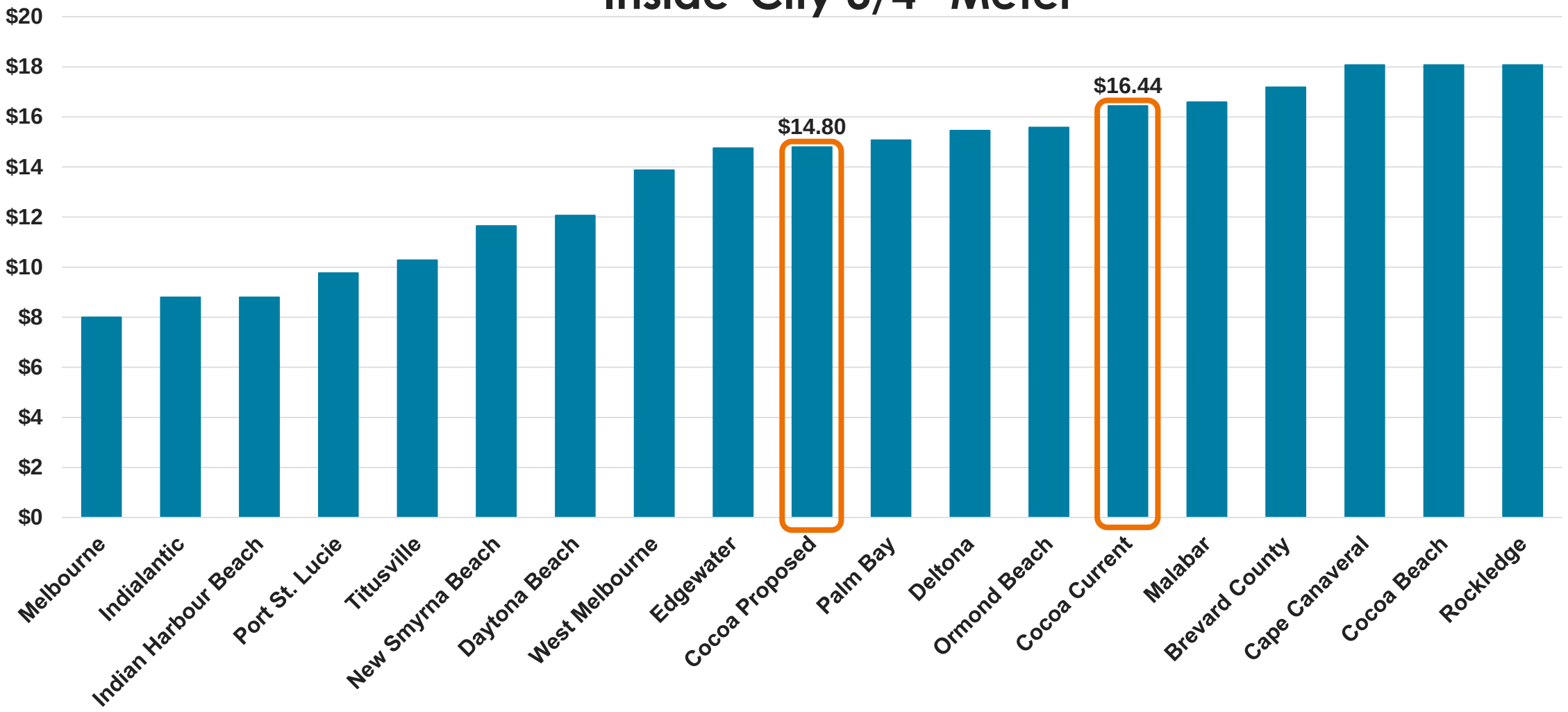
- Tiers reflect current customer use profiles
- Send stronger pricing signal for tiers 2-4

Tier	Existing (kgals per month)	Proposed (kgals per month)
Tier 1	0-6	0-5
Tier 2	7-12	6-10
Tier 3	13-24	11-20
Tier 4	Above 24	Above 20



Water Monthly Fixed Charge

Inside-City 3/4” Meter



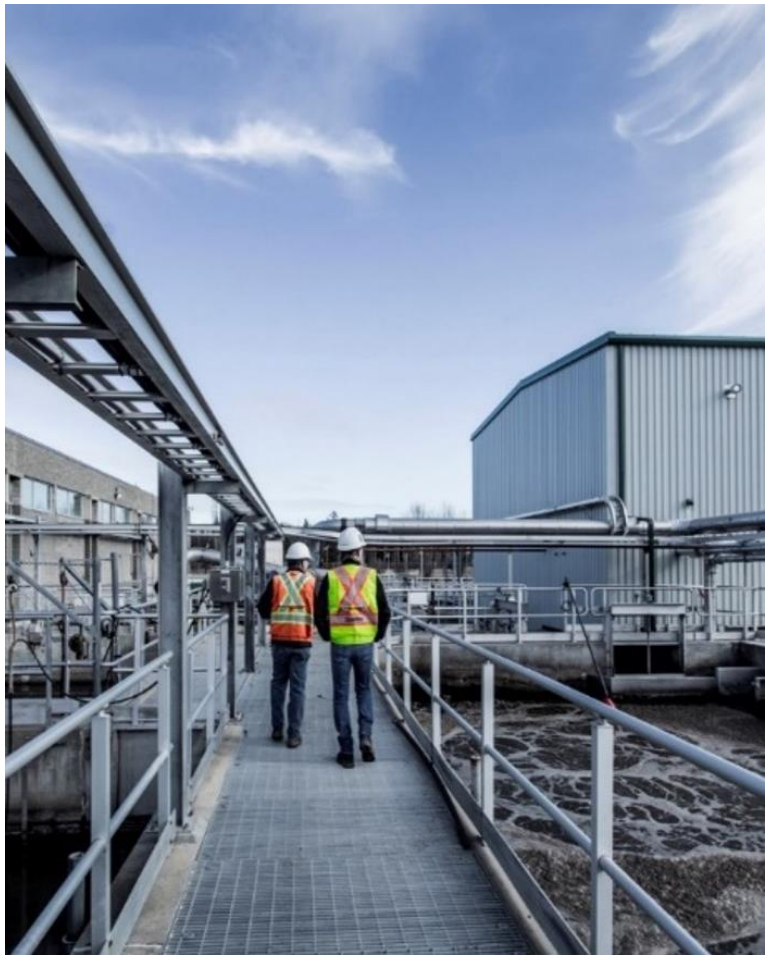
Sewer Rate Structure Modifications

Base Charges:

- Increase in overall fixed charge revenues
- Updated customer cost portion (not scaled by meter size)
- Updated readiness-to-serve portion (scaled by meter size) pricing

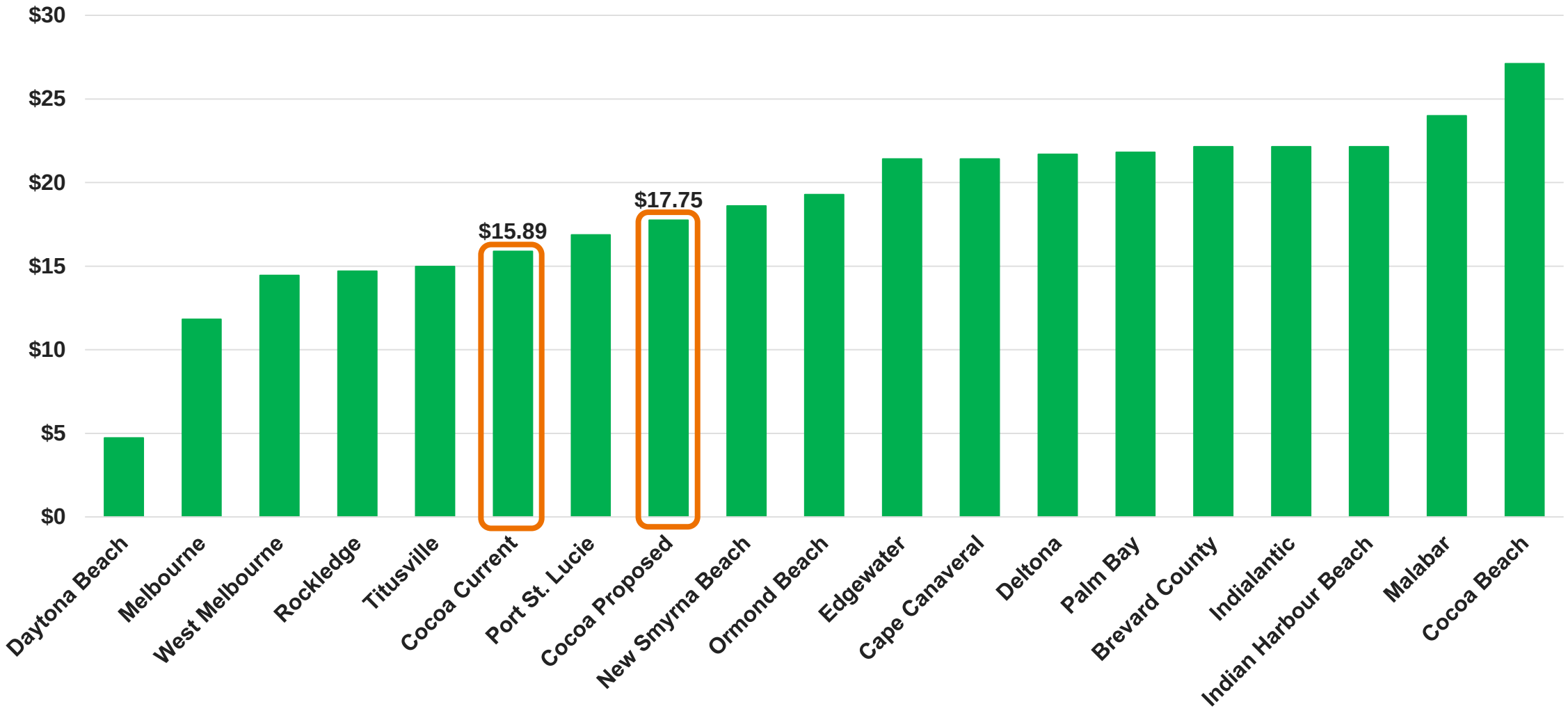
Volumetric Charges:

- Decrease rate per kgal from $7.53 to $7.19 (Inside-City)



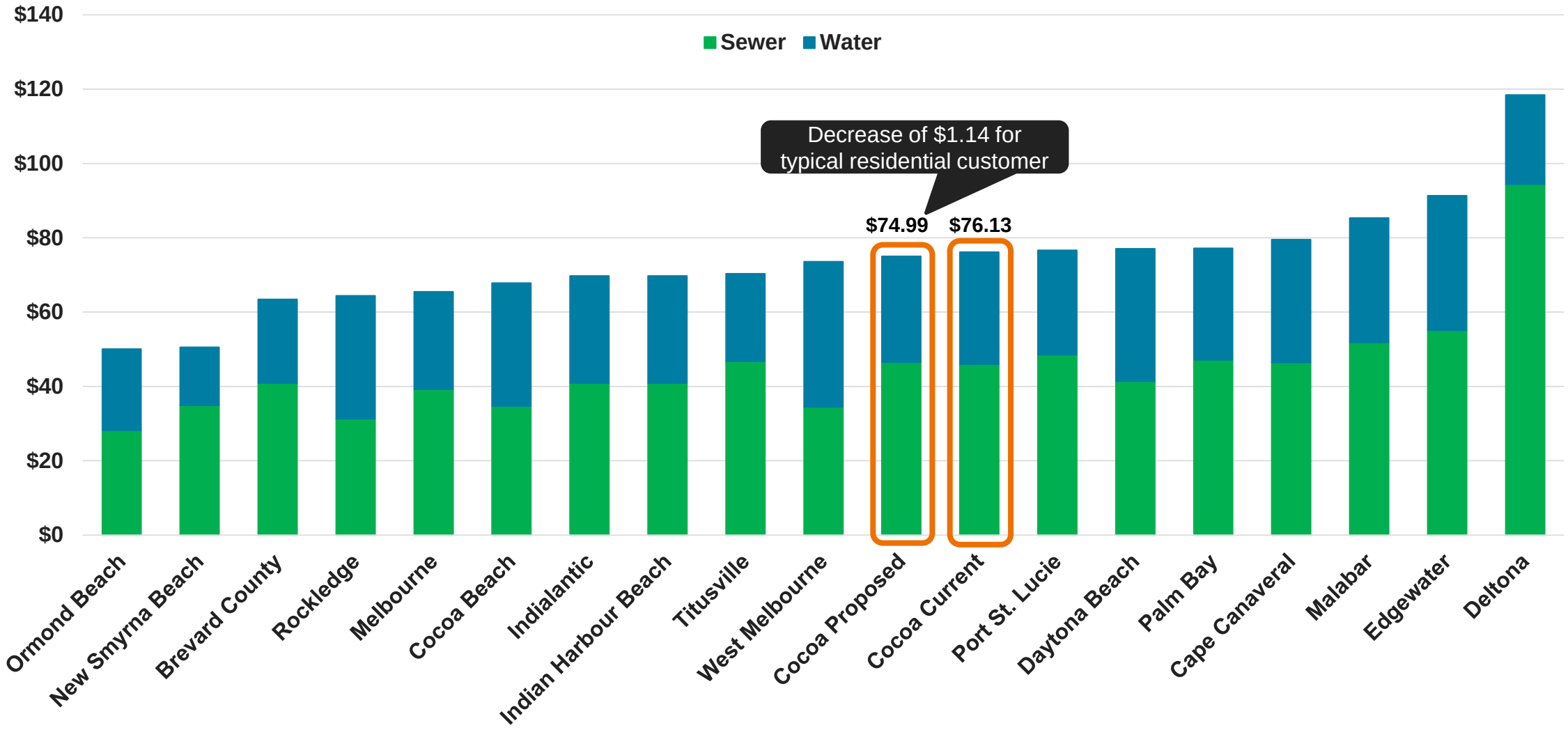
Sewer Monthly Fixed Charge

Inside-City 3/4" Meter



Water & Sewer Monthly Bill

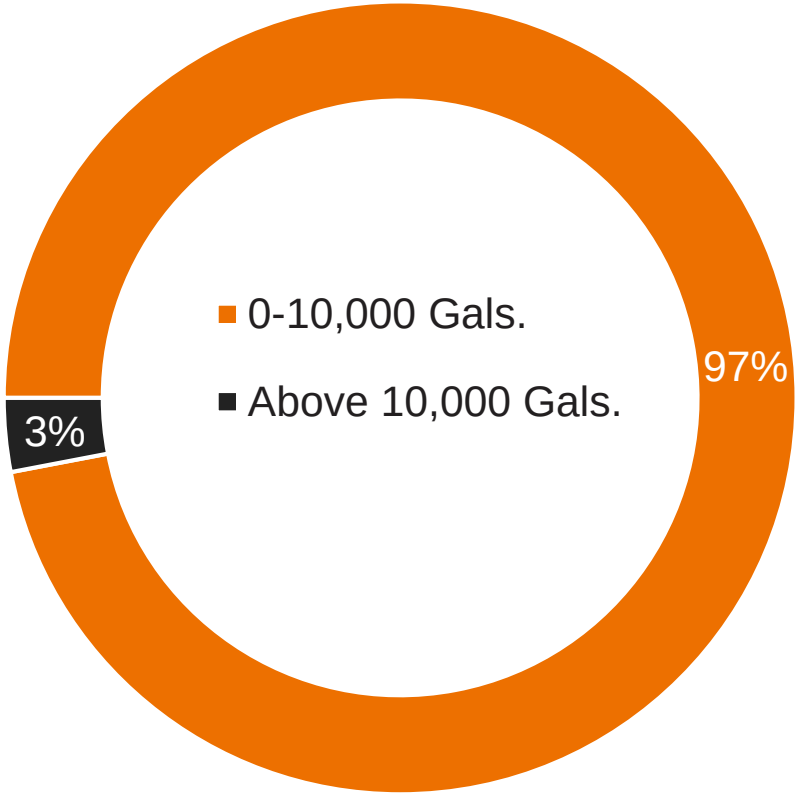
Inside-City ¾" Meter @ 4,000 gallons



Residential Customer Bill Impacts

Inside City – Water & Sewer ¾" Meter: Approx. 6% of the Utility's Bills

Bills > 10,000 gallons *(3%) will see increases*



97% of bills will see slight reductions or increases of *less than $1.50*

Residential Customer Bill Impacts

Inside City – Water & Sewer ¾" Meter: Approx. 6% of Customers

Usage Level (kgal)	Current Total Bill	Proposed Total Bill	Total Monthly Bill Impact ($)	Total Bill Impact (%)	Cumulative % of Total Bills
0	$ 32.33	$ 32.55	$ 0.22	0.7%	9.1%
1	$ 43.28	$ 43.16	$ (0.12)	-0.3%	25.0%
2	$ 54.23	$ 53.77	$ (0.46)	-0.8%	44.2%
3	$ 65.18	$ 64.38	$ (0.80)	-1.2%	61.8%
4	$ 76.13	$ 74.99	$ (1.14)	-1.5%	74.4%
5	$ 87.08	$ 85.60	$ (1.48)	-1.7%	82.9%
6	$ 98.03	$ 99.53	$ 1.50	1.5%	88.7%
7	$ 112.11	$ 113.46	$ 1.35	1.2%	92.2%
8	$ 126.19	$ 127.39	$ 1.20	1.0%	94.5%
9	$ 140.27	$ 141.32	$ 1.05	0.7%	96.0%
10	$ 154.35	$ 155.25	$ 0.90	0.6%	97.0%
11	$ 168.43	$ 172.02	$ 3.59	2.1%	97.6%
12	$ 182.51	$ 188.79	$ 6.28	3.4%	98.1%
13	$ 191.05	$ 198.37	$ 7.32	3.8%	98.4%
14	$ 199.59	$ 207.95	$ 8.36	4.2%	98.7%
15	$ 208.13	$ 217.53	$ 9.40	4.5%	98.9%
16	$ 216.67	$ 227.11	$ 10.44	4.8%	99.0%
17	$ 225.21	$ 236.69	$ 11.48	5.1%	99.1%
18	$ 233.75	$ 246.27	$ 12.52	5.4%	99.1%
19	$ 242.29	$ 255.85	$ 13.56	5.6%	99.2%
20	$ 250.83	$ 265.43	$ 14.60	5.8%	99.3%

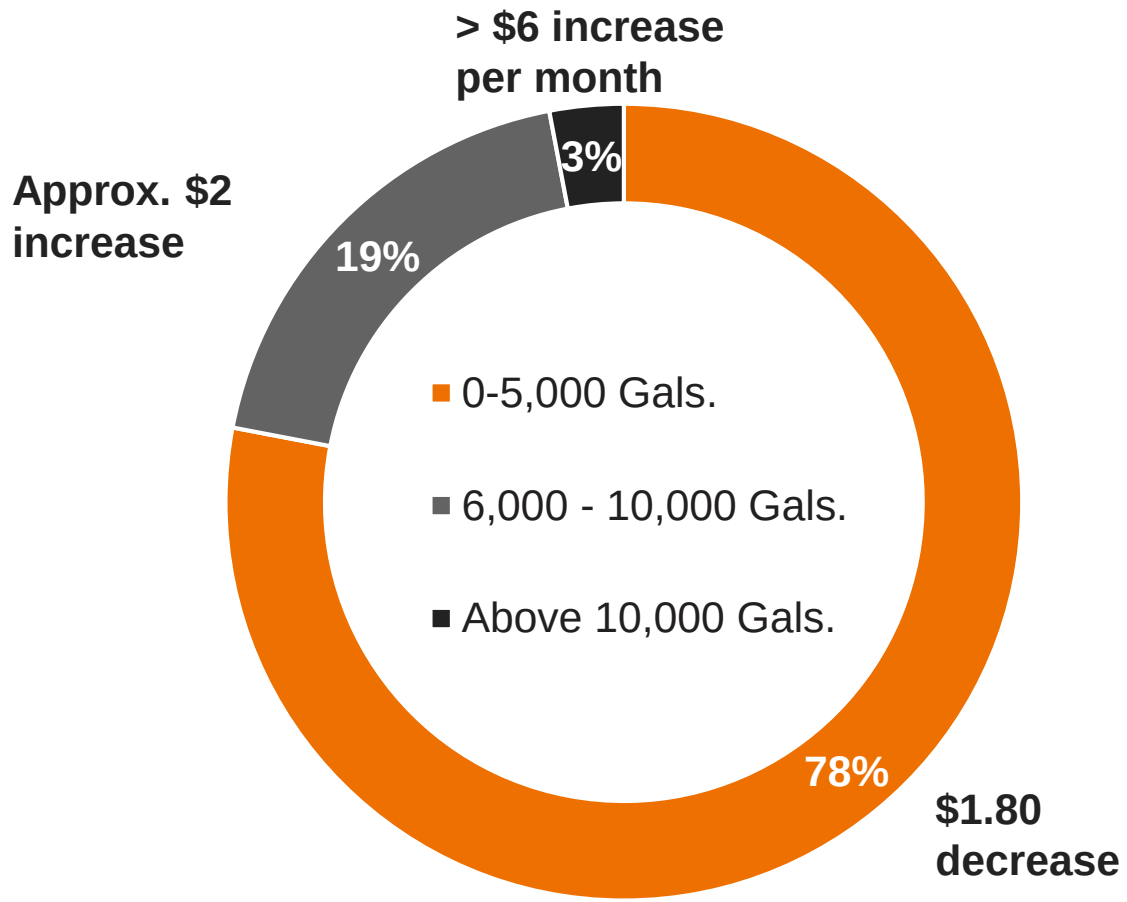
Typical Usage

97% of bills will see reductions or increases no more than $1.50

Top 3% of bills will increase absent changes in use

Residential Customer Bill Impacts

Outside City – Water Only ¾" Meter: Approx. 85% of the Utility's Bills



Residential Customer Bill Impacts

Outside City – Water Only ¾" Meter: Approx. 85% of Customers

Usage Level (kgal)	Current Total Bill	Proposed Total Bill	Total Monthly Bill Impact ($)	Total Bill Impact (%)	Cumulative % of Total Bills
0	$ 18.08	$ 16.28	$ (1.80)	-10.0%	0.3%
1	$ 21.84	$ 20.04	$ (1.80)	-8.2%	13.7%
2	$ 25.60	$ 23.80	$ (1.80)	-7.0%	31.4%
3	$ 29.36	$ 27.56	$ (1.80)	-6.1%	50.8%
Typical Usage 4	$ 33.12	$ 31.32	$ (1.80)	-5.4%	66.7%
5	$ 36.88	$ 35.08	$ (1.80)	-4.9%	77.9%
6	$ 40.64	$ 42.49	$ 1.85	4.6%	85.8%
7	$ 47.85	$ 49.90	$ 2.05	4.3%	90.5%
8	$ 55.06	$ 57.31	$ 2.25	4.1%	93.6%
9	$ 62.27	$ 64.72	$ 2.45	3.9%	95.5%
10	$ 69.48	$ 72.13	$ 2.65	3.8%	96.8%
11	$ 76.69	$ 82.67	$ 5.98	7.8%	97.6%
12	$ 83.90	$ 93.21	$ 9.31	11.1%	98.2%
13	$ 93.29	$ 103.75	$ 10.46	11.2%	98.6%
14	$ 102.68	$ 114.29	$ 11.61	11.3%	98.9%
15	$ 112.07	$ 124.83	$ 12.76	11.4%	99.2%
16	$ 121.46	$ 135.37	$ 13.91	11.5%	99.2%
17	$ 130.85	$ 145.91	$ 15.06	11.5%	99.4%
18	$ 140.24	$ 156.45	$ 16.21	11.6%	99.5%
19	$ 149.63	$ 166.99	$ 17.36	11.6%	99.6%
20	$ 159.02	$ 177.53	$ 18.51	11.6%	99.6%

78% of bills (low volume and common use) will go down by $1.80

19% of bills will go up by approx. $2

Top 3% of bills will increase by >$6 without any changes in use

Non-Residential Customer Bill Impacts

Outside City – Water Only

Description	Number of Customers	Monthly Usage (kgal)	Current Total Bill	Proposed Total Bill	Total Monthly Bill Impact ($)	Total Bill Impact (%)
3/4" Lower Usage		3	$ 29.36	$ 27.56	$ (1.80)	-6.1%
3/4" Medium Usage	2,678	7	$ 47.85	$ 49.90	$ 2.05	4.3%
3/4" Higher Usage		15	$ 112.07	$ 124.83	$ 12.76	11.4%
1" Lower Usage		7	$ 70.12	$ 64.02	$ (6.10)	-8.7%
1" Medium Usage	1,216	15	$ 100.20	$ 101.40	$ 1.20	1.2%
1" Higher Usage		30	$ 208.35	$ 228.20	$ 19.85	9.5%
1.5" Lower Usage		25	$ 173.44	$ 181.67	$ 8.23	4.7%
1.5" Medium Usage	870	45	$ 258.99	$ 264.17	$ 5.18	2.0%
1.5" Higher Usage		90	$ 596.52	$ 613.27	$ 16.75	2.8%
2" Lower Usage		60	$ 424.29	$ 363.24	$ (61.05)	-14.4%
2" Medium Usage	720	110	$ 639.89	$ 587.74	$ (52.15)	-8.1%
2" Higher Usage		210	$1,373.97	$ 1,360.04	$ (13.93)	-1.0%
3" Lower Usage		225	$1,322.98	$ 1,158.54	$ (164.44)	-12.4%
3" Medium Usage	66	350	$1,792.98	$ 1,811.04	$ 18.06	1.0%
3" Higher Usage		620	$3,498.18	$ 3,874.34	$ 376.16	10.8%

Bill impacts vary based on water use.

Bills with water use in Tier 2 or higher will generally see increases.

Large User Customer Bill Impacts

Outside City – Water Only

Meter Size	Customer Class	Service(s)	Average Usage per Month (kgal)	Current	Proposed	Total Monthly Impact ($)	Total Monthly Impact (%)
10"	Com. - Outside	Water	19,000	$ 73,848.23	$ 74,440.28	$ 592.05	0.8%
10"	Com. - Outside	Water	600	$ 4,664.23	$ 5,256.28	$ 592.05	12.7%
10"	Com. - Outside	Water	15,000	$ 58,808.23	$ 59,400.28	$ 592.05	1.0%
10"	Com. - Outside	Water	20,000	$ 77,608.23	$ 78,200.28	$ 592.05	0.8%
6"	Com. - Outside	Water	3,000	$ 12,631.49	$ 12,424.21	$ (207.28)	-1.6%
6"	Com. - Outside	Water	3,500	$ 15,201.49	$ 15,216.71	$ 15.22	0.1%
3"	Com. - Outside	Water	200	$ 1,228.98	$ 1,064.54	$ (164.44)	-13.4%

Large users = relatively minor impacts

Miscellaneous Service Charges & Fees

What are they?

- Account processing fees, service initiation fees, meter installations, meter testing, field service fees, delinquency, tampering, & others.
- Reflect <2% of overall system revenues

Purpose

- Recover the cost of specific services from the customer or to promote positive customer behavior

Goal

- Identify costs associated with activities to inform fee adjustments

Process

- Staff identified costs and activities for each service and populated in Stantec's cost template

Time (Labor, vehicles, & equipment) X Hourly/Unit Costs (Labor, vehicles, & equipment)

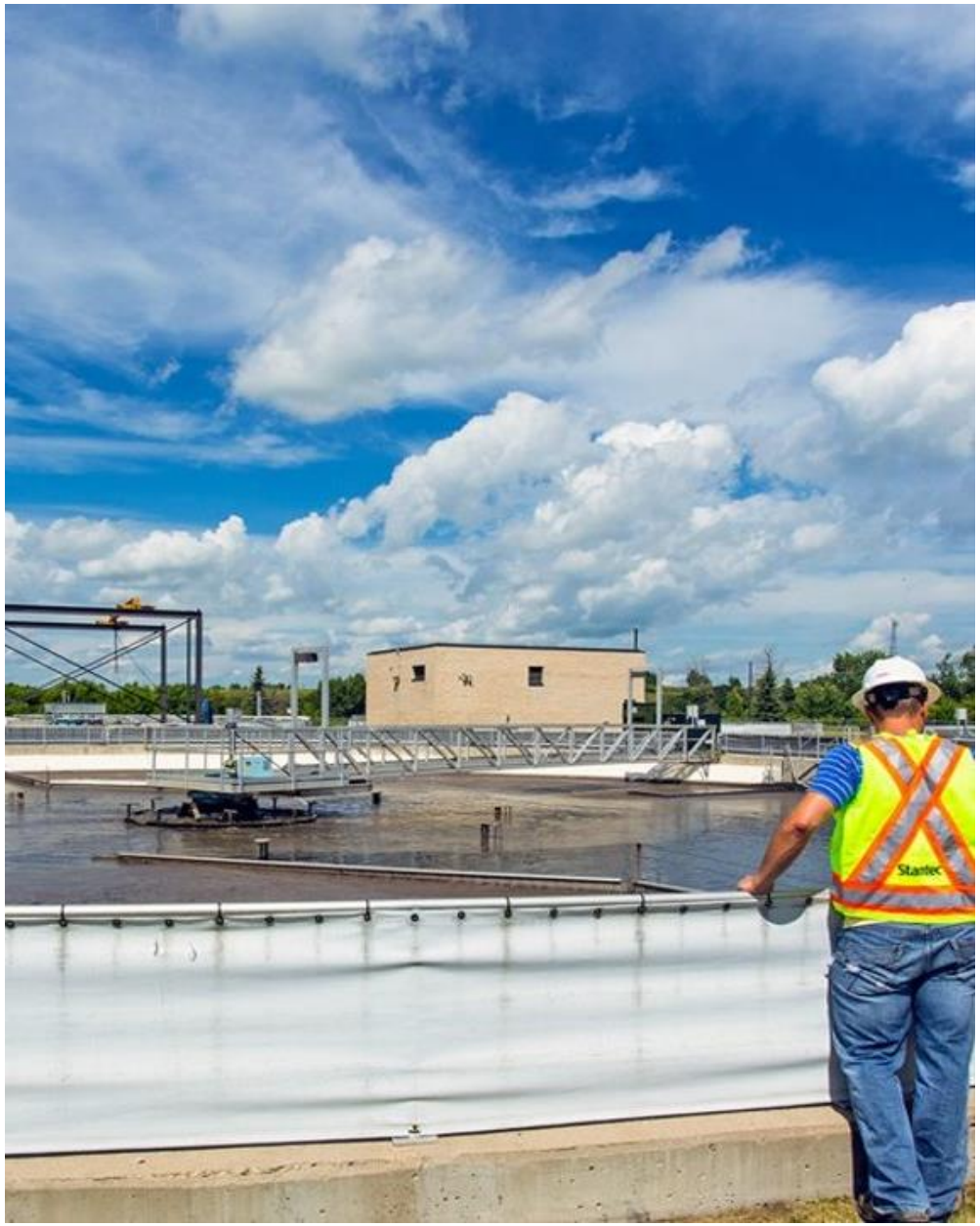


Miscellaneous Service Charges & Fees

Findings: Current fees are generally under recovering costs

Recommendations:

- 3-year phase-in for fees not currently close to full cost recovery
- For 10% of fees currently higher than costs = reduce to reflect current cost
- Removal of 2 fees (Directional Push & Service Call Fee-After Hours) that are duplicative/captured in the updated calculation of other fees
- Perform periodic reviews (3-5 years)



Impact Fees

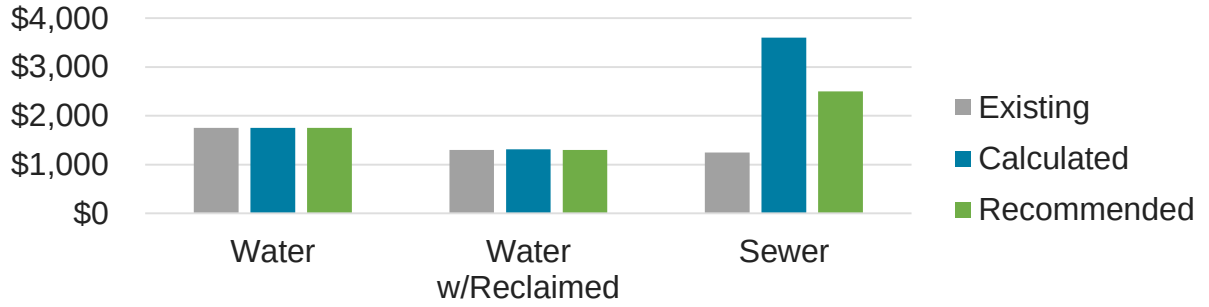
Different names…capacity fees, impact fees, capital charges, system development charges/fees

Similar purpose…one-time fees for cost of capacity to new development (“growth pays for growth”)

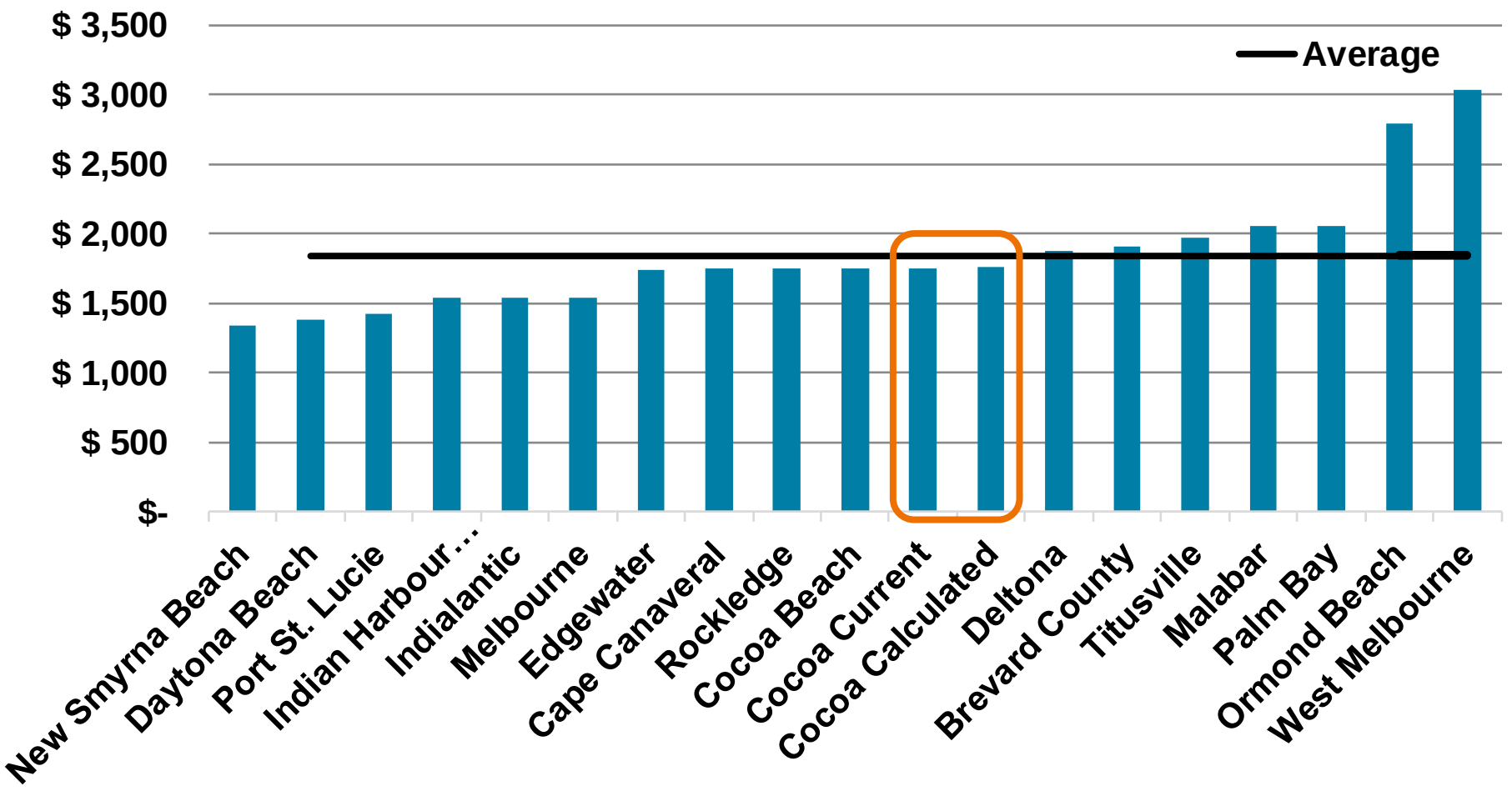
Cost Basis:

- Replacement cost new less depreciation (RCNLD) of existing assets (excl. small distribution/collection mains)
- Less: outstanding debt to be repaid with user fees to avoid double recovery of costs

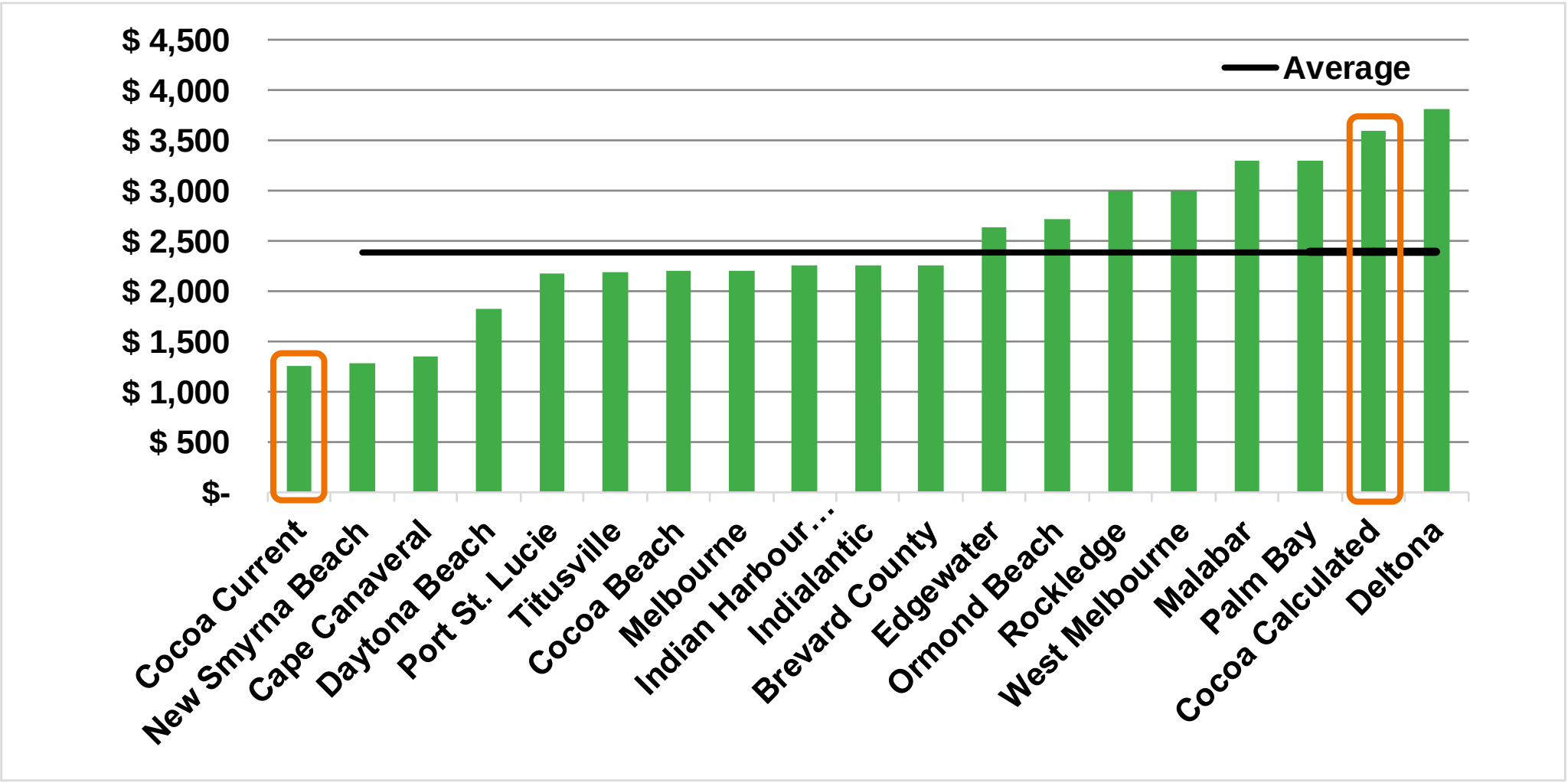
Results:



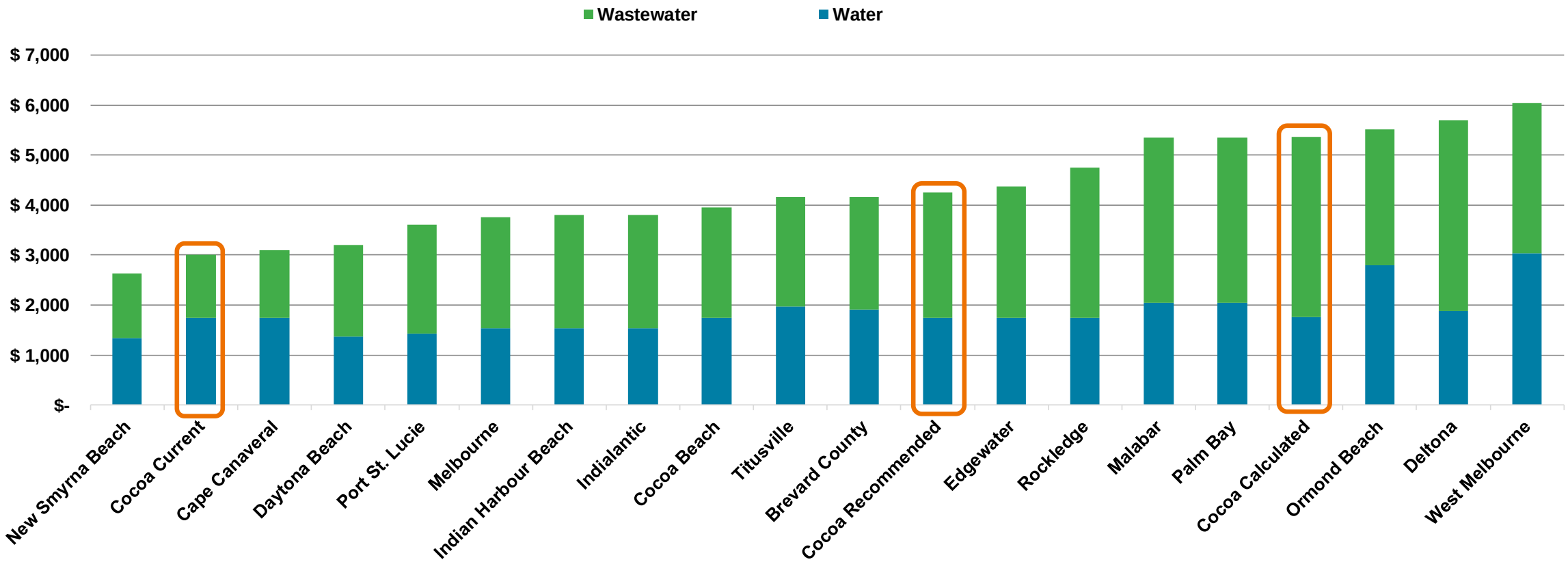
Water Impact Fee



Sewer Impact Fee



Water and Sewer Impact Fee



Summary

Revenue Sufficiency Analysis:

- FY 2022 analysis starting in February/March

Rate Structure Review/Design

- Proposed modifications effective April 1, 2021

Miscellaneous Service Charges

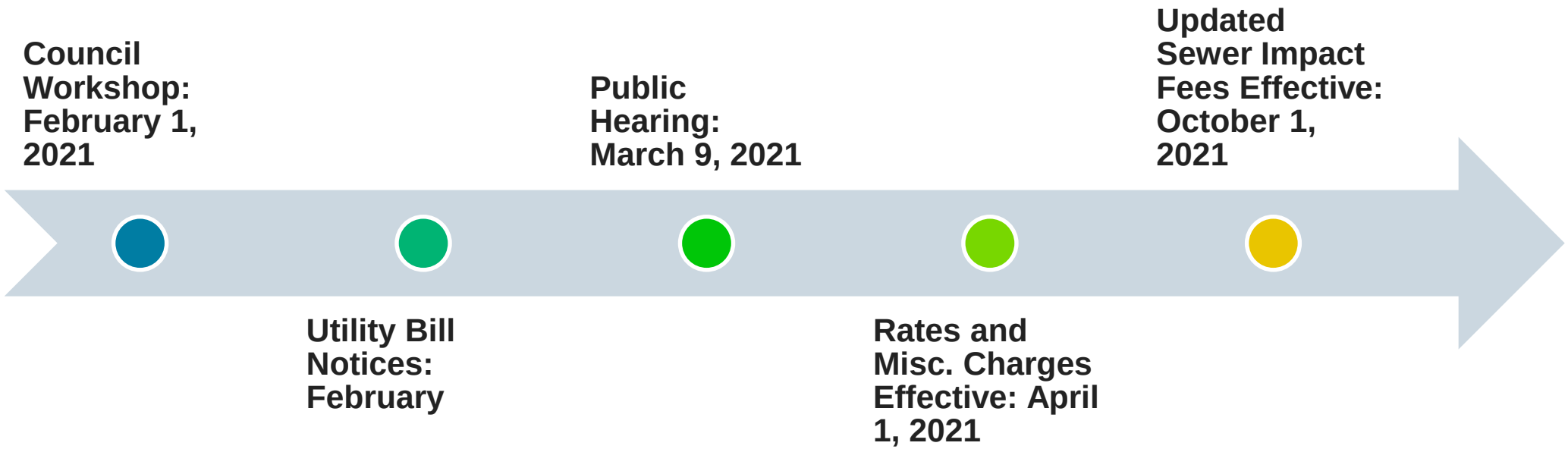
- 3-year phase-in to full cost recovery:
  - April 1, 2021
  - October 1, 2022
  - October 1, 2023

Impact Fees

- Water: $1,750
- Water with reclaimed service: $1,300
- Sewer: $2,500
- Review in 3-5 years to compare to current costs



Timeline


Council Workshop: February 1, 2021
Utility Bill Notices: February
Public Hearing: March 9, 2021
Rates and Misc. Charges Effective: April 1, 2021
Updated Sewer Impact Fees Effective: October 1, 2021



Questions & Discussion

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Managing Consultant
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Legislation Details (With Text)

File #:	21-248	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	3/17/2021			**In control:**	City Council
On agenda:	4/13/2021			**Final action:**	
Title:	Proclamation: Proclaiming April 2021 as "Water Conservation Month in Florida." (Mayor Blake)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Water Conservation Month.pdf				

Date	Ver.	Action By	Action	Result

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PROCLAMATION

WHEREAS, *water is a basic and essential need of every living creature; and*

WHEREAS, *The State of Florida, Water Management Districts and the City of Cocoa are working together to increase awareness about the importance of water conservation; and*

WHEREAS, *the City of Cocoa and the State of Florida have designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and*

WHEREAS, *the City of Cocoa has always encouraged and supported water conservation, through various educational programs and special events; and*

WHEREAS*, every business, industry, school and citizen can make a difference when it comes to conserving water; and*

WHEREAS, *every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community.*

NOW, THEREFORE, *I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim April, 2021 as:*

"Water Conservation Month"

The City of Cocoa, Florida is calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

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 23rd day of March, 2021.*

Michael C. Blake

Mayor

ATTEST:

Lane Mealy

City Clerk

Legislation Details (With Text)

File #:	21-249	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	3/17/2021			**In control:**	City Council
On agenda:	4/13/2021			**Final action:**	
Title:	Proclamation: Proclaiming the First Thursday of May as the "National Day of Prayer". (Mayor Blake)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	National Day of Prayer.pdf				

Date	Ver.	Action By	Action	Result

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PROCLAMATION

***WHEREAS**, The National Day of Prayer exists to mobilize unified public prayer for America; and*

***WHEREAS**, The National Day of Prayer is an annual observance held on the first Thursday of May, inviting people of all faiths to pray for the nation; and*

***WHEREAS**, The National Day of Prayer was created in 1952 by a joint resolution of the United States Congress, signed into law by President Harry S. Truman to communicate with every individual the need for personal repentance and prayer; and*

***WHEREAS**, The National Day of Prayer is a vital part of our heritage since the first call to prayer in 1775, when the Continental Congress asked the colonies to pray for wisdom in forming a nation, the call to prayer has continued through our history; and*

***WHEREAS**, The National Day of Prayer has great significance for us as a nation as it enables us to recall and to teach the way in which our founding fathers sought the wisdom of God when faced with critical decisions and for us to humbly come before God, seeking His guidance for our leaders and His grace upon us as a people; and*

***WHEREAS**, The National Day of Prayer belongs to all Americans. It is a day that transcends differences, bringing together citizens from all backgrounds.*

***NOW, THEREFORE**, I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim Thursday, May 6, 2021 as:*

"The National Day of Prayer"

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 April, 2021.*

Michael C. Blake

Mayor

ATTEST:

Carie Sheely

City Clerk

Legislation Details (With Text)

File #:	21-251	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	3/18/2021			**In control:**	City Council
On agenda:	4/13/2021			**Final action:**	
Title:	Approve a Resolution to Commit Funds in the General Fund Balance to Decrease the Stabilization Reserve for Fiscal Year 2021. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution FOM Stabilization Reserve Change March 23 2021.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 18, 2021
Agenda Date: March 18, 2021
Prepared By: Christi Grant, Staff Accountant
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Approve a Resolution to Commit Funds in the General Fund Balance to Decrease the Stabilization Reserve for Fiscal Year 2021

BACKGROUND:

In October 2010, the City Council established a Fund Balance Reserve Policy as part of the Financial Operations Manual (FOM). Each fiscal year the City Manager is to recommend to City Council the amount of fund balance that will be committed to a Capital Replacement Reserve and a Stabilization Reserve based on the most recent audited financial statements (CAFR). Changes to the reserves are approved by City Council through a Resolution. Only the City Council can authorize expenditures out of these reserves and increase or decrease the reserve balances.

As part of Committed Fund Balance, the Fund Balance Reserve Policy established a Stabilization Reserve, which targets no less than $9,500,000 or 33% of the total operating expenditures of the General Fund reported in the prior year's CAFR, whichever is greater. The FY2020 CAFR reports total operating expenditures of the General Fund of $35,671,657, 33% of which is $11,771,647. Therefore, the City Manager recommends the Stabilization Reserve be increased by $276,541 for FY2021.

There is no change needed for the Capital Replacement Reserve.

STRATEGIC PLAN CONNECTION:

The Fund Balance Reserve Policy is to insure against unanticipated events adversely affecting the financial condition of the City and jeopardizing the continuation of necessary public services.

BUDGETARY IMPACT:

None.

PREVIOUS ACTION:

On October 12, 2010, the City Council approved Resolution No. 2010-137 adopting the FOM, which included the Fund Balance Reserve Policy. On September 27, 2011, the City Council approved Resolution No. 2011-109, approving the commitment of general funds from the fund balance to the Capitalization Replacement Reserve, the Stabilization Reserve, and the Health Insurance Reserve. On August 25, 2015, the City Council approved Resolution No. 2015-050, amending the FOM, which amended the Fund Balance Reserve Policy to remove the Health Insurance Reserve from Committed Fund Balance. On March 28, 2017, the City Council approved Resolution 2017-114, increasing the Stabilization Reserve to $9,591,506. On March 13, 2018, the City Council approved Resolution 2018-016, increasing the Stabilization Reserve to $9,903,251. On March 28, 2019, the City Council approved Resolution 2019-027, increasing the Stabilization Reserve to $10,321,958. On April 22, 2020, the City Council approved Resolution 2020-230, increasing the Stabilization Reserve to $11,495,106.

RECOMMENDED MOTION:

To approve a Resolution to Commit Funds in the General Fund Balance to Decrease the Stabilization Reserve for Fiscal Year 2021.

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RESOLUTION NO. 2021-027

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, APPROVING THE COMMITMENT OF FUNDS IN THE GENERAL FUND BALANCE TO INCREASE THE STABILIZATION RESERVE FOR FISCAL YEAR 2021; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND POLICIES, SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the City's Financial Operations Manual establishes a fund balance reserve policy tailored to the needs of the City to insure against unanticipated events adversely affecting the financial condition of the City and jeopardizing the continuation of necessary public services; and

WHEREAS, the fund balance reserve policy requires the City Manager to establish a Capital Replacement Reserve and a Stabilization Reserve for each budget year based on the most recent audited financial statements (CAFR); and

WHEREAS, the percentage requirement for each reserve is to be appropriated and recommended by the City Manager and approved by the City Council each year; and

WHEREAS, the City Council desires to approve the commitment of funds in the general fund balance to decrease the Stabilization Reserve for Fiscal Year 2021; and

WHEREAS, the City Council deems that this Resolution is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, THAT:

SECTION 1. Incorporation of Recitals. The foregoing recitals are deemed true and correct and are hereby fully incorporated herein by this reference.

SECTION 2. **Approval of Commitment of General Fund Balance.** The City Council of the City of Cocoa hereby approves the recommendation of the City Manager to increase the Stabilization Reserve by $276,541 for Fiscal Year 2021.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase, word, or portion of this Resolution is for any reason held invalid or unconstitutional by a

court of competent jurisdiction, whether for substantive or procedural reason, such shall not affect the validity of the remaining portion of the Resolution.

SECTION 4. Repeal of Prior Inconsistent Resolutions. All prior resolutions or parts of resolutions and policies in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida; except, however, the commitment of general fund balance to the Stabilization Reserve shall be retroactive to October 1, 2020 for the purposes of the fiscal year 2021 budget.

ADOPTED BY THE City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 23rd day of March, 2021.

_____
Michael Blake, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	21-258	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	3/22/2021			**In control:**	City Council
On agenda:	4/13/2021			**Final action:**	

Title: Accept proposed Joint Stormwater and Potable Water Main Improvements Project Between the City of Cocoa and the City Cocoa Beach along McNabb Parkway (McNabb Parkway Water Main Replacement), Project No. WS21MR, to Gregori Construction Inc., Titusville, Florida; To Approve a Resolution Amending the FY2021 Budget, BAF# 21-063-T in order for the City of Cocoa to proceed with the Joint Project. (Utilities Director)

Sponsors:

Indexes:

Code sections:

Attachments:
Budget Resolution FY 2021- ADA Compliant.pdf
BAF-21-063-T-UT-Interlocal Agree with Cocoa Beach - (04-13-21) Agenda 21-258 .pdf
700 PM-City Commission Regular Meeting.pdf
Award Recommendation Ltr CB Convair Cove SW LID Imp and McNabb Pky Wm Imp.pdf
Convair Lid Stormwater Bid - Gregori Construction Inc..pdf
Construction Cost Estimate w WM 11.3.2020.pdf
Interlocal_ Convair Cove Stormwater LID Improvements-Recorded.pdf
COI_Cocoa.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 23, 2021
Agenda Date: April 13, 2021
Prepared By: David Veloza, E.I., Associate Engineer I
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To accept proposed Joint Stormwater and Potable Water Main Improvements Project Between the City of Cocoa and the City Cocoa Beach along McNabb Parkway (McNabb Parkway Water Main Replacement), Project No. WS21MR, to Gregori Construction Inc., Titusville, Florida; To Approve a Resolution Amending the FY2021 Budget, BAF# 21-063-T in order for the City of Cocoa to proceed with the Joint Project.

BACKGROUND:

On December 8, 2020, City Council approved an Interlocal Agreement (ILA) between the City of Cocoa and the City of Cocoa Beach to share costs associated with a project to both improve the stormwater system and replace existing water main along McNabb Parkway, from Dempsey Drive to Blake Blvd. The Utilities Department will replace existing watermains that are composed of asbestos

concrete cement.

The City of Cocoa Beach will take the lead role in the execution of this project including Bid Advertisement with oversight and input from City of Cocoa staff as outlined in the ILA. The ILA discusses common costs to be shared equally and individual costs that are affiliated with Cocoa Beach's stormwater system improvements and City of Cocoa's McNabb Parkway Water Main Replacement project identified in the City of Cocoa Beach Bid Package. These individual costs are called out as separate bid items so they can be tracked and paid for separately during construction.

The City of Cocoa Beach advertised this project to bidders on January 10, 2021. Bidders submitted their bids to Cocoa Beach on February 19, 2021. The Bid amounts are as follows:

1. Gregori Construction, Inc. - $446,145
2. Boromei Construction, Inc. - $536,720
3. Cathcart Construction Company - $575,854
4. Jobear Contracting, Inc. - $676,196
5. Gibbs & Register, Inc. - $740,426

On April 18, 2021, the Cocoa Beach Commission approved the selection of Gregori Construction Inc. Titusville, Florida, that was the lowest and most responsive bidder for this joint project.

The total amount of the project for the watermain replacement (Cocoa Portion) will be $102,707. The dollar amount will be paid to the City of Cocoa Beach who will distribute to the contractor via monthly pay applications per the terms of the ILA. The City of Cocoa will review and approve all associated construction work and monthly applications during the project.

Funding for the construction of the McNabb Parkway Water Main Replacement will be obtained from capital project Harrison Street (WS18HS). It was determined that the Utilities Department does not need to perform any improvements related to the Public Works project.

Staff recommends approval of this joint project.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes, BAF #21-063-T
Amount Requested	($102,707)
Account Number	424-4055-536.63-00, WS18HS
Account Name	Infrastructure
Amount Requested	$102,707
Account Number	424-4025-536.63-00, WS21MR

Account Name Infrastructure

PREVIOUS ACTION:

December 8, 2020 - Cocoa City Council approved an Interlocal Agreement (ILA) with the City of Cocoa Beach to Identify and Share Common Costs Associated with the Cocoa Utilities Project (McNabb Water Main Replacement) and the Cocoa Beach Stormwater Improvements project.

RECOMMENDED MOTION:

To accept the proposed Joint Stormwater and Potable Water Main Improvements Project Between the City of Cocoa and the City Cocoa Beach along McNabb Parkway (McNabb Parkway Water Main Replacement), Project No. WS21MR, to Gregori Construction Inc., Titusville, Florida; To Approve a Resolution Amending the FY2021 Budget, BAF# 21-063-A in order for the City of Cocoa to proceed with the Joint Project.

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RESOLUTION NO. 2021-031

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2021; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2020, and ending on September 30, 2021, at a Regular meeting held on September 23, 2020; and

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

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

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

SECTION 1. The 2020-2021 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 13TH day of April, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2021 - 21-063-T

SELECT ADJUSTMENT TYPE: PROJECT TRANSFER | REQUESTING DEPARTMENT #: Utilities/4055 | DATE PREPARED: 03/22/21

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 102,707)	424-4055-536.63-00	WS18HS	INFRASTRUCTURE	$ 7,144,879	$ 7,236,649	$ 7,133,942	$ 6,493,925
$ 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
($ 102,707)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 102,707	424-4025-536.63-00	WS21MR	INFRASTRUCTURE	$ 0	$ 0	$ 102,707	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 102,707	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

To budget for City of Cocoa's expenses in an Interlocal Agreement (ILA) with the City of Cocoa Beach approved by City Council on 12-8-20; Agenda File ID #20-808; Item VI.4.

Agenda File ID 21-258

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 04/13/21 *RESOLUTION #:*

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

3/24/21	David Veloza — Digitally signed by David Veloza Date: 2021.03.24 10:53:16 -04'00'	3/25/21	Colleen Campbell — Digitally signed by Colleen Campbell Date: 2021.03.25 10:28:02 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
	John "Jack" Walsh — Digitally signed by John "Jack" Walsh Date: 2021.03.24 14:07:41 -04'00'	4/1/21	Lora Howell — Digitally signed by Lora Howell Date: 2021.04.01 08:14:02 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa Beach

City Hall
2 South Orlando Avenue
Cocoa Beach, Florida 32931
www.cityofcocoabeach.com



Meeting Agenda

Thursday, March 18, 2021

7:00 P.M.

REGULAR

City Hall Commission Room

WELCOME

Live meeting broadcasts on: Spectrum - Channel 497 and www.cityofcocoabeach.com . Report issues: IT Support Desk-321 868-3319-a recorded line, or report a concern via the City's webpage. Meeting Video Archives: www.cityofcocoabeach.com

Packets: Packets are on the City's website (www.cityofcocoabeach.com) and at Commission meetings

Rules of Order: Robert's Rules of Order and the Florida Sunshine Law govern the conduct of our meeting

- **Speaking Courtesy Rules:**
  - The Commission accepts relevant comments.
  - A time limit of three minutes is imposed on each speaker. If speaking for a group, the Commission may grant an additional three minutes
  - Please direct comments and questions through the Mayor
  - Complete speaker cards are required for each of the items you wish to address. Submit the card to the City Clerk prior to the introduction of the item. Speaker Cards are available in the rear of the Commission Room and in the City Clerk's office prior to the meeting. The purpose of the card is to obtain the spelling of your name, contact information if follow-up is needed, and provide for efficient meeting administration
  - Upon being recognized by the Mayor, please approach the dais, state your name and address, and speak into the microphone

Approval Of Order Of Business:
Note: Members of the public, Commission and Staff may remove items from the Consent Agendas, if they wish to discuss them. Requests for removal need to be made known to the City Commission under the Approval of the Order of Business, at the beginning of the meeting

Appealing a Decision:
Any person desiring to appeal any decision made by the City Commission, with respect to any

matter considered at such meeting or hearing, will need a record of the proceedings and for such purposes must ensure that a verbatim record and transcript of the proceeding is made in a form acceptable for official court proceedings, which record includes the testimony and evidence upon which the appeal is to be based. It shall be the responsibility of the person desiring to appeal any decision to prepare a verbatim record and transcript at his/her own expense as the City does not provide one

American with Disabilities Act:

ATTN: PERSONS WITH DISABILITIES. In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing special accommodations to participate in this proceeding shall, at least forty-eight (48) hours prior to the meeting, contact the Office of the City Clerk at (321) 868-3286; Florida Relay Service (800) 955-8771 (TDD); or (800) 955-8770 (Voice) or 711.

THANK YOU for participating in your Cocoa Beach City Government.

A. MEETING CALLED TO ORDER

* Invocation - Reverend Dr. Bob Lehton, Servant Air Ministries

* Pledge of Allegiance

* Roll Call

B. CEREMONIAL ACTIVITIES

1. Presentation of Appreciation to CareerSource Brevard for their assistance in completing the Shepard Park Dune Walkover Project. Staff Representative: Wayne Carragino, Contracts Project Manager, Public Works

CareerSource Brevard Appreciation

C. SPECIAL PRESENTATIONS: Presentation of the City's Comprehensive Annual Financial Report (CAFR) for the Year Ending September 30, 2020. Auditor Representative: Joel Knopp, CPA, MSL, P.A Staff Representatives: Eileen Clark CGFO, Assistant City Manager/Chief Financial Officer; Patrisha Draycott, CGFO, Deputy Chief Financial Officer

CAFR Memo

Final Presentation to Commission 3.18.21 - added 3.17.21

Final CAFR-added 3.17.21

D. APPROVAL OF THE AGENDA

E. PUBLIC COMMENTS Comments will be heard on items that do not appear on the agenda of this meeting. Citizens will limit their comments to three (3) minutes. Per Commission Procedures, the City Commission will not take any action or discuss items brought up under the "Public Comment" section of the agenda. The City Commission may schedule such items as regular agenda items and act upon them in the future.

F. STAFF REPORTS AND ANNOUNCEMENTS

G. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

H. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

I. CONSENT AGENDA

1. Approve the March 4, 2021 Commission Meeting Minutes Staff Representative: City Clerk Department Recommendation: Approve

March 4, 2021 Minutes

2. Re-appoint the following Board Members:

   a) Police Pension Board, Tommy Blair, for a term to expire on April 1, 2023, Mayor Malik (Seat 1)

   b) Firefighters Pension Board Michelle Flynn, for a term to expire on April 1, 2023, Commissioner Mike Miller (Seat 5) Representative: City Commission Recommendation: Approve

Fire and Police Pension Board Re-Appointments

3. Approve the following Proclamation: Proclaiming the month of April as "Water Conservation Month." Representative: Abby Johnson, St. Johns River Water Management District Coordinator Recommendation: Approve

Water Conservation Month Proclamation

4. Accept the Audit and Comprehensive Annual Financial Report for Fiscal Year 2020. Staff Representatives: Eileen A. Clark, CGFO, Assistant City Manager/Chief Financial Officer; Patrisha Draycott, CGFO, Deputy Chief Financial Officer Recommendation: Accept

CAFR Memo

5.Ad opt Resolution No. 2021-06, A Resolution of the City Commission of the City of Cocoa Beach, Brevard County, Florida; authorizing the City Manager to apply for a Florida Inland Navigation District (FIND) grant for the Public Channel Marker Replacement Project, by executing Attachment E-7; providing for an effective date. This is a budgeted item for Fiscal Year 2022 for $27,000. This grant from FIND Waterways Assistance Program will be for $13,500, which is fifty percent (50%) of estimated total project cost. Representative: Wayne Carragino, Contracts/Project Manager, Public Works Recommendation: Approve

Resolution No. 2021-06

Resolution No. 2021-06 Memo

6. Adopt Resolution No. 2021-07 a Resolution of the City Commission of the City of Cocoa Beach, Brevard County, Florida; authorizing the City Manager to apply for a Florida Inland Navigation District (FIND) grant for the Cocoa Beach Police Patrol Vessel Project, by executing attachment E-7; providing for an effective date. This is a budgeted purchase for Fiscal Year 2022 for $60,000. This grant from FIND Waterways Assistance Program will be for $30,000, which is fifty percent (50%) of estimated total project cost. Representative: Wayne Carragino, Contracts/Project Manager, Public Works Recommendation: Approve

Resolution No. 2021-07

Resolution No. 2021-07 Memo

7. Select Gregori Construction, Inc. for the construction of Convair Cove Stormwater Low Impact Development (LID) Improvements & McNabb Parkway Water Main Replacement Project, for the sum of $446,145. This is a budgeted item in the Fiscal Year 2021 Stormwater Capital Improvement Projects budget for $492,000. Due to the construction portion of this project being a cost share with Cocoa Utility for the water main replacement, the cost of construction of the Stormwater LID portion of this project is $366,900. Representatives: Jared Frances, P.E., City Engineer; Jessica Bruso, Stormwater Utility Manager Recommendation: Approve

Convair and McNabb Project Memo

J. ITEMS REMOVED FROM THE CONSENT AGENDA

K. UNFINISHED BUSINESS

1.Ad opt Ordinance No. 1652, Second Reading, Public Hearing and Adoption, An Ordinance of the City

of Cocoa Beach, Florida, amending the Future Land Use Element of the City's Comprehensive Plan, specifically amending Policy II.2.1 relating to allowable Building Heights; providing for severability; and providing for an effective date. Ordinance No. 1652 would amend the Comprehensive Plan by:

a) adding language with respect to height to address wireless communication towers and lightning rods. The installation of a wireless communication tower for public safety, and cell service operations, to be located at the new police facility, may require a height above 45 feet. The application of this policy would apply to towers only, and not to associated equipment buildings.

b) removing the requirement to amend the Comprehensive Plan each time there is a variance approval for building height. The removal of this policy would in no way affect the approval status of the sites with a height variance approval. Representative: Randy Stevenson, Development Services Director Recommendation: Approve

Ordinance No. 1652

Ordinance No. 1652 Memo

Ordinance No. 1652, 1653, 1656 Legal Ad

2. Adopt Ordinance No. 1653, Second Reading, Public Hearing and Adoption, An Ordinance of the City of Cocoa Beach, Florida, amending Appendix B of the Cocoa Beach Code of Ordinances, Cocoa Beach Land Development Code; amending Article VIII, "Wireless Communication Facilities" within Chapter III, "Design Standards" and amending Article IV, "Variance, Waiver, and Special Exception" within chapter IV, "Land Development Procedures"; incorporating recitals; and providing for codification, conflicts, severability, and an effective date. Ordinance No. 1653 would amend the Land Development Code to add:

a) clarifying language on the approval process of a wireless communication tower

b) a statement to include language to correspond with the Comprehensive Plan, as proposed by Ordinance 1652, with regards to wireless communication towers or lightning rods. Representive: Randy Stevenson, Development Services Director Recommendation: Approve

Ordinance No. 1653

Ordinance No. 1653 Memo

3. Authorize Staff to piggyback on the GSA Contract for the purchase of furniture for the new police station facility, from BOS, at a cost of $127,133; this is a budgeted item. Representatives: James P. McKnight, City Manager and Wayne Carragino, Contracts/Project Manager, Public Works Recommendation: Approve

Purchase of Furniture Memo

L. NEW BUSINESS

1. Approve the following budgeted projects for Cedar Avenue:

a) Scope of services and fee estimate for Construction Engineering and Inspection services for a Reclaimed Water Main Replacement and Lift Station #7 Forcemain Upsize, from Mead & Hunt, in the amount of $148,969.

CEI Services Memo

CEI Scope of Services

b) Reclaimed Water Main Replacement and Lift Station #7 Forcemain Upsize, by the lowest bidder SanPik, Inc., in the amount of $1,034,750. Representatives: Brad Kalsow, Water Reclamation Director and Brad Blais, P.E. Mead & Hunt

Recommendation: Approve

Recommendation and Award of Bid Memo

Forcemain Replacement Memo

2. Approve the milling, paving, curb and gutter replacement for Watts Way and award the contract to Atlantic Southern Paving and Sealcoating in the amount of $149,068. The project was budgeted for $175,505 in Fiscal Year 2021; remaining funds would be used for field adjust of residential driveways during the course of the removal and replacement of the curb and gutter. Representative: Robert Torres, Public Works Director Recommendation: Approve

   Watts Way Mill Pave Memo

3. Adopt Ordinance no. 1656, First Reading, An Ordinance of the City of Cocoa Beach, Brevard County, Florida; to approve a Planned Development with an accompanying Development Agreement and to amend the Official Zoning Map of the City of Cocoa Beach by changing the zoning designation from OC Oceanside to PD Planned Development for a parcel of land totaling 15.7 acres, more or less, located on the east side of North Atlantic Avenue on the north side of Tulip Avenue on the south side of Lori Wilson Park and west of the Atlantic Ocean Beach, on a parcel identified with parcel no. 25-37-03-cv-13-1 within the public records of Brevard County, Florida; providing for authorization, providing for conflicts; providing for severability; and providing for an effective date. Adoption of Ordinance 1656 would approve a Planned Development for the property at 1300 North Atlantic Avenue, with an associated Development Agreement (DA), and amend the zoning designation from OC Oceanside to PD Planned Development. The project is a demolition and redevelopment of the current International Palms Resort, and is the future site of the Westin Hotel and Resort Cocoa Beach. The Westin will contain 502 guest rooms, which is the vested density for the site, and associated amenities. A public access easement and public beach access will be provided. Utilities and underground infrastructure will be replaced; the pervious area will be increased; and an exfiltration stormwater management system will be incorporated. Low impact design (LID) concepts, with native Florida-Friendly landscaping and turtle friendly lighting will be employed. Representative: Randy Stevenson, Development Services Director Recommendation: Approve

   Ordinance No. 1656

   Ordinance No. 1656 Memo

   Ordinance No. 1656 Master Site Plan

   Ordinance No. 1656 Character Guide

   Ordinance No. 1656 Exhibit B DA

   Ordinance No. 1656 Exhibit B DA Exhibits

M. GENERAL PUBLIC COMMENT (only if not accommodated in the 30-minute time period earlier)

N. ADJOURNMENT

February 22, 2021

Jessica Bruso
Stormwater Utility Manager
City of Cocoa Beach
1600 Minutemen Causeway
Cocoa Beach, Florida 32931

Email: jbruso@cityofcocoabeach.com
Hard Copy Mailed Only on Request

Subject: Recommendation of Award
Convair Cove Stormwater LID and McNabb Pkwy. Water Main Improvements
ITB 21-02

Dear Ms. Bruso,

The City received five (5) bids for the above referenced project which were opened on February 19, 2021. The apparent low, responsive bidder was Gregori Construction, Inc of Titusville, FL with a total bid of $446,145.00. The second and third low bidders were Boromei Construction, Inc of Okeechobee, FL and Cathcart Construction of Oviedo, FL with bids of $536,720.00 and $575,854.00, respectively.

Our firm has had some experience with Gregori Construction but none too recent and therefore we contacted several of their references. We received several responses to our inquiries, and all gave Gregori good-to-high marks in successfully completing projects of similar nature to the subject project. We did not initially find they provided representative projects with water main replacement work, so we called them requesting further representative projects. Gregori provided several water main replacement projects that show they have good experience in the field.

It appears that Gregori Construction has provided a responsive, low bid and appears to be capable of completing the project. Our recommendation is to award this project to Gregori for the total bid of $446,145.00.

We trust this is sufficient to allow the City's evaluation committee to make a decision. If there are questions, please contact our office.

Sincerely,
MEAD & HUNT, Inc.

Andrew M. Giannini, P.E.
Senior Project Manager

Attachment: Bid tabulation

CITY OF COCOA BEACH
CONVAIR COVE STORMWATER LID IMPROVEMENTS AND MCNABB PKWY. WATER MAIN REPLACEMENT
BID NO. 21-004
BID DATE: February 19, 2021

				GREGORI CONSTRUCTION, INC. Titusville, FL		BOROMEI CONSTRUCTION, INC. Okeechobee, FL		CATHCART CONSTRUCTION COMPANY-FLORIDA LLC Oviedo, FL		JOBEAR CONTRACTING, INC. Palm Bay, FL		GIBBS & REGISTER, INC. Winter Garden, FL	
Item	Description	Qty	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
	A. STORMWWATER IMPROVEMENT ITEMS												
1	Mobilization/Demobilization	1	LS	$11,000.00	$11,000.00	$20,000.00	$20,000.00	$55,000.00	$55,000.00	$108,350.00	$108,350.00	$74,000.00	$74,000.00
2	Pre-Construction Video	1	LS	$750.00	$750.00	$3,500.00	$3,500.00	$2,500.00	$2,500.00	$1,500.00	$1,500.00	$1,000.00	$1,000.00
3	Field Locate and Expose Existing Utilities	1	LS	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$3,000.00	$3,000.00	$15,000.00	$15,000.00
4	Erosion and Sediment Control	1	LS	$6,500.00	$6,500.00	$4,000.00	$4,000.00	$7,500.00	$7,500.00	$17,850.00	$17,850.00	$10,000.00	$10,000.00
5	Maintenance of Traffic	1	LS	$5,000.00	$5,000.00	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$16,500.00	$16,500.00	$25,000.00	$25,000.00
6	Demolition/Clearing and Grubbing	1	LS	$10,250.00	$10,250.00	$35,000.00	$35,000.00	$25,000.00	$25,000.00	$36,546.00	$36,546.00	$95,000.00	$95,000.00
7	Subgrade	1,500	SY	$15.00	$22,500.00	$15.00	$22,500.00	$14.00	$21,000.00	$20.00	$30,000.00	$9.00	$13,500.00
8	Concrete Curb												
	a) Environmental Curb	1,200	LF	$20.00	$24,000.00	$30.00	$36,000.00	$28.00	$33,600.00	$30.00	$36,000.00	$26.00	$31,200.00
	b) FDOT Type "D" Curb	50	LF	$30.00	$1,500.00	$50.00	$2,500.00	$28.00	$1,400.00	$30.00	$1,500.00	$40.00	$2,000.00
9	Permeable Pavers incl rock and geotextile	1,200	SY	$145.00	$174,000.00	$135.00	$162,000.00	$168.00	$201,600.00	$157.85	$189,420.00	$140.00	$168,000.00
10	Modular Buried Stormwater Storage Units	270	SY	$100.00	$27,000.00	$100.00	$27,000.00	$115.00	$31,050.00	$50.00	$13,500.00	$80.00	$21,600.00
11	Biosorptive Activated Media (B.A.M.) Material												
	a) Mineral-Based (Bold-n-Gold)	130	CF	$55.00	$7,150.00	$40.00	$5,200.00	$56.00	$7,280.00	$65.00	$8,450.00	$65.00	$8,450.00
	b) Wood Pulp soil mix	130	CF	$15.00	$1,950.00	$30.00	$3,900.00	$21.00	$2,730.00	$40.00	$5,200.00	$65.00	$8,450.00
12	Gabion Basket with 50% Clean Fill	14	EA	$450.00	$6,300.00	$1,000.00	$14,000.00	$1,100.00	$15,400.00	$900.00	$12,600.00	$1,400.00	$19,600.00
13	Excavate and Grading Ponds	1	LS	$5,250.00	$5,250.00	$6,500.00	$6,500.00	$5,200.00	$5,200.00	$10,700.00	$10,700.00	$25,000.00	$25,000.00
14	Rip Rap incl geotextile fabric	10	CY	$350.00	$3,500.00	$150.00	$1,500.00	$300.00	$3,000.00	$500.00	$5,000.00	$375.00	$3,750.00
15	Sampling Port	10	EA	$700.00	$7,000.00	$1,000.00	$10,000.00	$600.00	$6,000.00	$1,000.00	$10,000.00	$750.00	$7,500.00
16	Discharge Flume including skimmer	1	EA	$1,500.00	$1,500.00	$4,000.00	$4,000.00	$8,000.00	$8,000.00	$5,500.00	$5,500.00	$4,100.00	$4,100.00
17	Traffic Barricade	2	EA	$1,650.00	$3,300.00	$1,500.00	$3,000.00	$700.00	$1,400.00	$1,000.00	$2,000.00	$400.00	$800.00
18	Unsuitable Material Excavation	10	CY	$75.00	$750.00	$100.00	$1,000.00	$35.00	$350.00	$200.00	$2,000.00	$250.00	$2,500.00
19	Reconstruct Sewer Service	2	EA	$1,350.00	$2,700.00	$2,500.00	$5,000.00	$1,500.00	$3,000.00	$4,700.00	$9,400.00	$2,200.00	$4,400.00
20	Landscaping and Irrigation	1	LS	$36,000.00	$36,000.00	$40,000.00	$40,000.00	$22,000.00	$22,000.00	$40,000.00	$40,000.00	$26,000.00	$26,000.00

CITY OF COCOA BEACH
CONVAIR COVE STORMWATER LID IMPROVEMENTS AND MCNABB PKWY. WATER MAIN REPLACEMENT
BID NO. 21-004
BID DATE: February 19, 2021

				GREGORI CONSTRUCTION, INC. Titusville, FL		BOROMEI CONSTRUCTION, INC. Okeechobee, FL		CATHCART CONSTRUCTION COMPANY-FLORIDA LLC Oviedo, FL		JOBEAR CONTRACTING, INC. Palm Bay, FL		GIBBS & REGISTER, INC. Winter Garden, FL	
Item	Description	Qty	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
21	Layout/As-Builts	1	LS	$4,000.00	$4,000.00	$6,000.00	$6,000.00	$10,000.00	$10,000.00	$7,500.00	$7,500.00	$20,000.00	$20,000.00
	Subtotal A Items				$366,900.00		$427,600.00		$473,010.00		$572,516.00		$586,850.00
	B. WATER MAIN REPLACEMENT ITEMS												
1	Water Main, PVC C900,w/ all jts retrained												
	a) 6" AWWA C-900	393	LF	$55.00	$21,615.00	$60.00	$23,580.00	$72.00	$28,296.00	$80.00	$31,440.00	$95.00	$37,335.00
2	Resilient Seat Gate Valve & Box (with collar)												
	a) 6"	1	EA	$1,250.00	$1,250.00	$3,200.00	$3,200.00	$1,600.00	$1,600.00	$1,600.00	$1,600.00	$1,500.00	$1,500.00
3	Line Stop												$0.00
	a) 6"	1	EA	$6,350.00	$6,350.00	$6,000.00	$6,000.00	$4,400.00	$4,400.00	$11,100.00	$11,100.00	$9,500.00	$9,500.00
	b) 3"	1	EA	$5,275.00	$5,275.00	$4,500.00	$4,500.00	$3,600.00	$3,600.00	$10,000.00	$10,000.00	$8,600.00	$8,600.00
4	Tie-In (Fittings and Restraints)												
	a) 6" to 6"	1	EA	$750.00	$750.00	$5,500.00	$5,500.00	$5,000.00	$5,000.00	$3,400.00	$3,400.00	$2,400.00	$2,400.00
	b) 6" to 3"	1	EA	$750.00	$750.00	$5,000.00	$5,000.00	$2,000.00	$2,000.00	$2,300.00	$2,300.00	$2,300.00	$2,300.00
5	DIP Fittings Add or Delete	100	LB	$4.75	$475.00	$5.00	$500.00	$5.00	$500.00	$7.50	$750.00	$7.50	$750.00
6	Water Services												
	a) Short, 1"	1	EA	$2,600.00	$2,600.00	$2,500.00	$2,500.00	$900.00	$900.00	$1,000.00	$1,000.00	$1,200.00	$1,200.00
	b) Long, 1"	2	EA	$2,700.00	$5,400.00	$1,900.00	$3,800.00	$2,400.00	$4,800.00	$2,165.00	$4,330.00	$2,600.00	$5,200.00
7	Water Meter "Cut Overs"	2	EA	$475.00	$950.00	$2,000.00	$4,000.00	$770.00	$1,540.00	$500.00	$1,000.00	$3,600.00	$7,200.00
8	Remove Fire Hydrant Assembly	1	EA	$475.00	$475.00	$2,000.00	$2,000.00	$840.00	$840.00	$1,200.00	$1,200.00	$800.00	$800.00
9	Fire Hydrant Assembly	1	EA	$5,250.00	$5,250.00	$6,500.00	$6,500.00	$6,400.00	$6,400.00	$5,300.00	$5,300.00	$5,200.00	$5,200.00
10	Driveway Removal and Replacement												
	a) Pavers Reusing Existing Pavers	84	SY	$75.00	$6,300.00	$90.00	$7,560.00	$140.00	$11,760.00	$100.00	$8,400.00	$295.00	$24,780.00
	b) 6" Concrete	30	SY	$125.00	$3,750.00	$100.00	$3,000.00	$105.00	$3,150.00	$100.00	$3,000.00	$350.00	$10,500.00
11	Cap and Abandon Existing Water Main, Grout Fill												
	a) 6" Grout Filled incl	160	LF	$12.50	$2,000.00	$30.00	$4,800.00	$30.00	$4,800.00	$11.00	$1,760.00	$11.00	$1,760.00

CITY OF COCOA BEACH
CONVAIR COVE STORMWATER LID IMPROVEMENTS AND MCNABB PKWY. WATER MAIN REPLACEMENT
BID NO. 21-004
BID DATE: February 19, 2021

				GREGORI CONSTRUCTION, INC. Titusville, FL		BOROMEI CONSTRUCTION, INC. Okeechobee, FL		CATHCART CONSTRUCTION COMPANY-FLORIDA LLC Oviedo, FL		JOBEAR CONTRACTING, INC. Palm Bay, FL		GIBBS & REGISTER, INC. Winter Garden, FL	
Item	Description	Qty	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
	b) 3" Grout Filled incl	130	LF	$12.50	$1,625.00	$25.00	$3,250.00	$30.00	$3,900.00	$9.00	$1,170.00	$10.00	$1,300.00
12	Removal of Transite Pipe	100	LF	$50.00	$5,000.00	$65.00	$6,500.00	$140.00	$14,000.00	$60.00	$6,000.00	$55.00	$5,500.00
13	Swab by "Pigging" New Water Lines												
	a) 6"	393	LF	$10.00	$3,930.00	$10.00	$3,930.00	$6.00	$2,358.00	$8.00	$3,144.00	$7.00	$2,751.00
14	Compliance with Florida "Trench Safety Act"	1	LS	$2,500.00	$2,500.00	$6,500.00	$6,500.00	$1,000.00	$1,000.00	$786.00	$786.00	$5,000.00	$5,000.00
15	Layout, As-built Drawing Preparation	1	LS	$3,000.00	$3,000.00	$6,500.00	$6,500.00	$2,000.00	$2,000.00	$6,000.00	$6,000.00	$20,000.00	$20,000.00
	Subtotal B Items				$79,245.00		$109,120.00		$102,844.00		$103,680.00		$153,576.00
	TOTAL BASE BID - A + B				**$446,145.00**		**$536,720.00**		**$575,854.00**		**$676,196.00**		**$740,426.00**

SECTION 00300

PROPOSAL

FOR

CONVAIR COVE STORMWATER LID IMPROVEMENTS &
McNABB PKWY WATER MAIN REPLACEMENT
BID NO. CB21-004

Bidder's Name: Gregori Construction Inc.

Submitted: Feb. 12, , 2021

City of Cocoa Beach
Finance Department
Post Office Box 322430
Cocoa Beach, FL 32932

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from his/her own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Cocoa Beach, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

SECTION 00030

PROJECT FORM & CERTIFICATION

Submitted By:

Contractor Name: Gregori Construction Inc.

Address: 3435 S. Hopkins Ave., #6

City: Titusville State: FL Zip: 32780

Telephone: 321-567-4010 Fax: 321-225-4734 Internet Address: www.gregori-inc.com

Type of Business (Corporation, Partnership, Other - Specify): S Corp (PA)

Tax ID number (EIN/SSN): 23-2938638

Certification

The undersigned hereby confirms as follows:

1. I am a duly authorized agent of the Company/Individual submitting the proposal;
2. I have read the Proposal in its entirety and fully understand and accept these terms unless specific variations have been expressly listed below.
3. My firm, Gregori Construction Inc., agrees to hold all prices, terms and conditions firm for acceptance for ninety (90) calendar days following the date and time of the bid opening.

Variations

The Proposer shall identify all variations and exceptions taken to this Request for Proposal in the space provided below unless such variation is expressly prohibited in the RFP documents. If no variations are listed here, it is understood that the Proposer fully complies with the terms and conditions. It is further understood that such variations may be cause for determining that the Proposal is non-responsive and ineligible for award:

Section _____ Variance _____

Section _____ Variance _____

Section _____ Variance _____

Attach additional sheets as necessary.

No Exceptions Taken.

By: _____ Date: Feb 12, 2021
Manual Signature of Agent

Andrew M. Gregori
Typed/Printed Name of Agent

Vice President
Title of Agent

Proposals without the manual signature of an authorized agent of the Proposer shall be deemed non-responsive and ineligible for award.

CITY OF COCOA BEACH
CONVAIR COVE STORMWATER LID IMPROVEMENTS &
McNABB PKWY WATER MAIN REPLACEMENT
BID NO. CB 21-004

Bid Opening Sign In Log

Date: Feb 12, **2021** **Time: 2:00 P.M.**

Representatives in Attendance

Name	**Company**

END OF SECTION

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish satisfactory Performance and Payment Bonds, each in the amount of one-hundred percent of the Contract price, and the required Certificates of Insurance, within ten consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his/her part to execute the said Contract, Performance and Payment Bonds and Insurance Certificates within ten (10) consecutive calendar days after the award of the Contract, the bid guarantee accompanying his/her bid and the money payable thereon shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the bid guarantee shall be returned to the undersigned within fifteen days after the Contract is signed and the Performance and Payment Bonds and Insurance Certificates are filed.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00310, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of, **CONVAIR COVE STORMWATER LID IMPROVEMENTS & McNABB PKWY WATER MAIN REPLACEMENT, BID NO. CB21-004** for the City of Cocoa Beach, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00310" attached and made a part of this Bid. The estimated bid total:

Total Bid: Four Hundred Forty Six Thousand One Hundred Forty Five.
(Dollars)

(In Words)

$ 446,145.
(In Figures)

1.01 COMPLETION TIME OF CONTRACT

A. The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed (NTP) and that the total project will be substantially completed within **120 (One Hundred Twenty) days** following the NTP. The project shall be fully completed within **150 (One Hundred Fifty) days** following the NTP.

B. The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the completion time stipulated above the sum of **$1000 (One Thousand Dollars)**

shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

1.02 SUPPLEMENTAL REQUIREMENTS

A. The following documents are required to be attached to and made a condition of this bid:

1. Project Form & Certification: Section 00030
2. Proposal: Section 00300 including Acknowledgement of Addenda
3. Schedule of Unit Prices: Section 00310
4. Listing of Subcontractors: Section 00330
5. Listing of Previous Experience: Section 00331
6. Prime/Subcontractor Form: Section 00332
7. Bid Bond: Section 00410
8. Public Entity Crimes Statement: Section 00470
9. Anti-Collusion Statement: Section 00480
10. Drug Free/Tie Preference Statement: Section 00485
11. Trench Safety Affidavit: Section 00490
12. City of Cocoa Beach Standard Contract Addendum: Section 00501
13. Certificate as to Corporate Principal: Section 00620
14. City of Cocoa Beach's Insurance Requirements: Section 00800A

1.03 REQUIRED DISCLOSURE

A. Public entity crimes statement form as enclosed herein shall be submitted with each bid.

B. At its sole discretion, the City of Cocoa Beach, Florida may reject any bidder the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the City's own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the City may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

C. The City will require the CONTRACTOR perform not less than fifty (50) percent of the work with its own forces (i.e., without subcontracting). The fifty (50)

percent requirement shall be understood to refer to the work, the value of which totals not less than fifty (50) percent of the Contract Price. Submittal of Section 00332 (Prime/Subcontractor Form) will document the percentage of work performed by Prime Contractor and Sub-Contractor.

1.04 SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

A. The equipment manufacturers/suppliers on this project shall be as delineated in the following schedule. Bidders should note that the Owner and Engineer have made rigorous investigations of equipment performance and features, and as a result, Bidders are to note that the contract price for this project shall be based on Base Bid equipment. The Base Bid equipment for this project falls under one of two categories. The first category is equipment that the Owner and Engineer have determined will be supplied by a sole source of supply, for which no substitutions or alternates will be entertained or allowed. Bidder is advised that offering of any alternatives to the sole source supplied equipment will be grounds for rejection of his bid as not responsive. The second category of equipment includes those items where the Owner and Engineer deem there to be more than one acceptable supplier of the particular item listed. The equipment which falls under these two categories is a shown on the subsequent pages of this Schedule of Major Manufacturers and Suppliers. Bidder is advised that the award of this Contract will be based solely on the use of Base Bid equipment.

B. The following comments relate only to the second category of equipment, where the Contract Documents are based upon the equipment or products available from the suppliers denoted as A, B, C, etc. below. These equipment manufacturers, along with the sole source suppliers constitute the Base Bid.

C. Provision is made in the Contract Documents for alternate manufacturers and suppliers whose equipment or product may be deemed equivalent in quality (see General Conditions). However, the Bidder must indicate in his Bid which Base Bid supplier he intends to use for each item of equipment listed by circling one of the listed manufacturers/suppliers. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use if an alternate is rejected, he must use the supplier listed as "A". Also, if the Bidder circles more than one listed supplier, he must use the first supplier circled (unless an alternate is approved).

D. If the Bidder desires to propose one or more alternate manufacturers/suppliers, he may write in the name of such alternates in the spaces provided on the Alternate Manufactures/Suppliers page following the schedule. He must, nevertheless, also circle one of the listed manufacturers/suppliers because Bidders' Bid price must be based upon this Base Bid list. Wherever an alternate supplier is proposed, the Bidder must insert the amount to be deducted from the Contract Price (either lump sum or unit price) if the alternate supplier is eventually approved. If the

proposed alternate supplier is determined "not equivalent" by the Engineer, the Bidder must use the circled supplier.

E. For any alternate supplier accepted by the Owner, the Contract Price will be reduced by the deductive amount stated in the Bid. However, the Contract Price will not be adjusted for any alternate supplier rejected.

F. Each proposed alternate will be evaluated in accordance with the General Conditions.

G. The deductive amount specified for alternate manufacturers/suppliers will not be used in determining the successful Bidder. Alternates will be considered only after award of the contract.

H. The Contractor shall reimburse the Owner for any costs directly attributable to the change in suppliers, such as additional field trips for the Engineer, additional redesign costs, additional review and inspection costs, etc.

I. The Owner may request and the Bidder shall supply complete information on proposed alternates prior to the Notice of Award.

SCHEDULE OF MAJOR MANUFACTURERS

Category I - Sole Source Vendors: None.

Category II - Major Manufacturers and Equipment Items:

Specification Section	Equipment	Manufacturer
Project bid to provide equipment listed in specifications. Specific manufacturer(s) have not yet been chosen.		

ALTERNATE MANUFACTURERS/SUPPLIERS

EQUIPMENT ITEM MATERIAL	SPEC. SECTION	ALTERNATE MANUFACTURER/ SUPPLIER (LIST ONE ONLY)	DEDUCTIBLE AMOUNT (indicate whether lump sum or unit price) ALTERNATE
1. Not Applicable			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10			

Name (signature) Date: FEB 12, 2021

Andrew M. Gregori
Name (typed and printed)

Vice President
Title

ACKNOWLEDGMENT OF ADDENDA

Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project. Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. 1	Dated: 2/12/2021	Addendum No. _____	Dated:
Addendum No. 2	Dated: 2/12/2021	Addendum No. _____	Dated:
Addendum No. _____	Dated: _____	Addendum No. _____	Dated:

Attached hereto is a cashier's check on the _____ Bank of

_____ or Bid Bond for the sum of

5% of Total Amount Bid _____ Dollars (_____),

made payable to City of Cocoa Beach (Owner).

_____
(Name of Bidder) (Affix Seal)

Andrew M. Gregori
(Signature of Officer)

Vice President
(Title of Officer)

Gregori Construction Inc.
Name of Bidder

3435 S. Hopkins Ave., Suite #6
Address

Titusville, FL 32780
City/State/Zip

321-567-4010
Telephone

CGC1512990, CUC1224399
Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:
Richard C. Gregori, Sarver PA
Deborah E. Gregori, Sarver PA
Andrew M. Gregori, Rockledge FL
Peter N. Gregori, Freeport PA
Catherine Lascola, Oakmont PA

END OF SECTION

CONVAIR COVE STORMWATER LID IMPROVEMENTS
and
McNABB PKWY WATER MAIN REPLACEMENT
BID NO. CB21-004

Item	Description	Qty	Unit	Unit Cost	Total Cost
A. STORMWWATER IMPROVEMENT ITEMS					
1	Mobilization/Demobilization	1	LS	11,000.	11,000.
2	Pre-Construction Video	1	LS	750.	750.
3	Field Locate and Expose Existing Utilities	1	LS	5,000.	5,000.
4	Erosion and Sediment Control	1	LS	6,500.	6,500.
5	Maintenance of Traffic	1	LS	5,000.	5,000.
6	Demolition/Clearing and Grubbing	1	LS	10,250.	10,250.
7	Subgrade	1,500	SY	15.	22,500.
8	Concrete Curb				
	a) Environmental Curb	1,200	LF	20.	24,000.
	b) FDOT Type "D" Curb	50	LF	30.	1,500.
9	Permeable Pavers incl rock and geotextile	1,200	SY	145.	174,000.
10	Modular Buried Stormwater Storage Units	270	SY	100.	27,000.
11	Biosorptive Activated Media (B.A.M.) Material				
	a) Mineral-Based (Bold-n-Gold)	130	CF	55.	7,150.
	b) Wood Pulp soil mix	130	CF	15.	1,950.
12	Gabion Basket with 50% Clean Fill	14	EA	450.	6,300.
13	Excavate and Grading Ponds	1	LS	5,250.	5,250.
14	Rip Rap incl geotextile fabric	10	CY	350.	3,500.
15	Sampling Port	10	EA	700.	7,000.
16	Discharge Flume including skimmer	1	EA	1,500.	1,500.
17	Traffic Barricade	2	EA	1,650.	3,300.
18	Unsuitable Material Excavation	10	CY	75.	750.
19	Reconstruct Sewer Service	2	EA	1,350.	2,700.
20	Landscaping and Irrigation	1	LS	36,000.	36,000.
21	Layout/As-Builts	1	LS	4,000.	4,000.
				Subtotal A Items	366,900.
B. WATER MAIN REPLACEMENT ITEMS					
1	Water Main, PVC C900,w/ all jts retrained				
	a) 6" AWWA C-900	393	LF	55.	21,615.
2	Resilient Seat Gate Valve & Box (with collar)				
	a) 6"	1	EA	1,250.	1,250.
3	Line Stop				
	a) 6"	1	EA	6,350.	6,350.
	b) 3"	1	EA	5,275.	5,275.
4	Tie-In (Fittings and Restraints)				
	a) 6" to 6"	1	EA	750.	750.
	b) 6" to 3"	1	EA	750.	750.
5	DIP Fittings Add or Delete	100	LB	4.75	475.
6	Water Services				
	a) Short, 1"	1	EA	2,600.	2,600.
	b) Long, 1"	2	EA	2,700.	5,400.
7	Water Meter "Cut Overs"	2	EA	475.	950.
8	Remove Fire Hydrant Assembly	1	EA	475.	475.
9	Fire Hydrant Assembly	1	EA	5,250.	5,250.
10	Driveway Removal and Replacement				

SECTION 00310
SCHEDULE OF UNIT PRICES
CONVAIR COVE STORMWATER LID IMPROVEMENTS
and
McNABB PKWY WATER MAIN REPLACEMENT
BID NO. CB21-004

	a) Pavers Reusing Existing Pavers	84	SY	75.-	6,300.-
	b) 6" Concrete	30	SY	125.-	3,750.-
11	Cap and Abandon Existing Water Main, Grout Fill				
	a) 6" Grout Filled incl	160	LF	12.50	2,000.-
	b) 3" Grout Filled incl	130	LF	12.50	1,625.-
12	Removal of Transite Pipe	100	LF	50.-	5,000.-
13	Swab by "Pigging" New Water Lines				
	a) 6"	393	LF	10.-	3,930.-
14	Compliance with Florida "Trench Safety Act"	1	LS	2,500.-	2,500.-
15	Layout, As-built Drawing Preparation	1	LS	3,000.-	3,000.-
				Subtotal B Items	79,245.-
				TOTAL BASE BID - A + B	446,145.-

Submitted by: Andrew M. Gregori, Vice President
Contractor: Gregori Construction Inc.
Address: 3435 S. Hopkins Ave. Suite #6, Titusville FL 32780
Telephone: 321-567-4010 Fax: 321-225-4734
State of Florida Certified General Contractor or Underground Contractor (Required Information)
Licensee: Andrew M. Gregori License No. CGC1512990
CUC1224399

SECTION 00330

LISTING OF SUB-CONTRACTORS

The sub-contractor list shall be provided by the three (3) lowest bidders within 24 hours of the bid. The sub-contractor list shall include all subs whose contract is valued at $10,000, or more excluding equipment and material cost. All sub-contractors shall have experience completing the related work and a minimum listing of three (3) similar projects, with references, shall be included for each.

SUBCONTRACTOR	COMPANY NAME	REFERENCES
NOT APPLICABLE AS OF BID TIME	NONE	1) 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

SECTION 00331
LISTING OF PREVIOUS EXPERIENCE

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on projects similar in nature and size and completed within the last 3 years. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

See Attached

NO.	PROJECT	OWNER	DESCRIPTION/ COST	REFERENCE'S EMAIL ADDRESS
1				
2				
3				

END OF SECTION

SECTION 00332

PRIME/SUBCONTRACTOR FORM

*FAILURE TO COMPLETE AND RETURN THIS FORM **SHALL** RESULT IN A NON-RESPONSIVE BID*

Bidders shall list **all** Subcontractors that he/she proposed to use for this project. The bidder hereby states that he/she proposes, if awarded the contract to hire the following Subcontractor(s) for this project. Prime Contractor is responsible for ensuring that all Subcontractors hold the appropriate license(s). Any change to the Subcontractors during the completion of this project shall receive prior approval from the City Project Manager.

TOTAL BASE BID $ 446,145.~~1.00~~

This number should match the Total Base Bid (excluding performance/payment bonds) as listed on the Bid Price Sheet

PRIME CONTRACTOR	Company name and complete address	Dollar Value performed by Prime Contractor	% of Work performed by Contractor	D&WBE (Minority Business) Y or N
Gregori Construction Inc.	Gregori Construction Inc., 3435 S. Hopkins Ave. #6, Titusville FL 32780	$ 444,645.~~0.00~~	99.66%~~0.00%~~	N
SUBCONTRACTOR(S) (*list each separately*)	**Company name and complete address**	**Dollar Value performed by Subcontractor(s)**	**% of Work performed by Subcontractor**	**D&WBE (Minority Business) Y or N**
MAC TAPPING	MAC TAPPING, INC. PO BOX 568912, ORLANDO FL 32856	$ 1,500.~~0.00~~	0.34%~~0.00%~~	N
		$ -	0.00%	
		$ -	0.00%	
		$ -	0.00%	
		$ -	0.00%	
		$ -	0.00%	
		$ -	0.00%	
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		$ -	0.00%	
		$ -	0.00%	
		$ -	0.00%	
		$ -	0.00%	
		$ -	0.00%	
Bidders shall complete the areas shaded in green, which shall be the dollar values assigned to each Contractor (Prime and Subs). All other cells shall be automatically calculated. The total dollar value listed in the blue cell MUST match the Total Base Bid listed at the top of the page. The total listed in the grey cell MUST be 100%		$ 446,145.~~0.00~~	100%~~0%~~	

SECTION 00470

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES:

1. This sworn statement is submitted with Bid, Proposal **or** Contract No. B#21-004 for Convair Cove LID Improvements & McNabb Parkway Waterline Replacement

2. This sworn statement is submitted by Gregori Construction Inc. whose business address is 3435 S. Hopkins Ave. #6, Titusville FL 32780 and (if applicable) its Federal Employer Identification Number (FEIN) is 23-2938638. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:_____.)

3. My name is Andrew M. Gregori any my relationship to the entity named above is Vice President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(i)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contenders.

6. I understand that an "affiliate" as defined in Paragraph **287.133(l)(a),** Florida Statutes, means:
   A. A predecessor or successor of a person convicted of a public entity crime: or

   B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

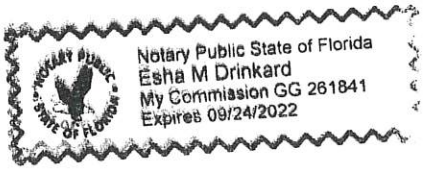
(Signature) _____ Date: 2/12/2012

State of FL County of Brevard

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Andrew M. Gregori who, after first being sworn by me, affixed his/her signature in the space provided above on this 12th day of February, 2021.

_____
Notary Public

My Commission Expires:



END OF SECTION

SECTION 00480

ANTI-COLLUSION STATEMENT

By signing this form, the bidder agrees that this is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: Gregori Construction Inc.

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: Andrew M. Gregori

ADDRESS: 3435 S, Hopkins Ave. #6

CITY AND STATE: Titusville, FL 32780

TELEPHONE: 321-567-4010

COMPLETION TIME: As specified by contract/specifications.

NO proposals will be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals, without the consent of the City of Cocoa Beach.

Acknowledgment of receipt of Addendum number:

1 2 3 4 5 6 7 8 9 10

NO BID (REASON) _____

END OF SECTION

SECTION 00485

DRUG FREE/TIE PREFERENCE STATEMENT

A. In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

B. Identical Tie Bids - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction or, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfaction participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



VENDOR'S SIGNATURE

Andrew M. Gregori, Vice President

END OF SECTION

SECTION 00490

TRENCH SAFETY AFFIDAVIT

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description)	Cost
Trench Layback	$ 2500.00

Two thousand five hundred dollars
(Cost in Words)

TOTAL $ 2500

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: Gregori Construction Inc.

DATE: Feb. 12, 2021

BY: _____
Andrew M. Gregori, Vice President

(Additional sheets shall be attached, as needed, and items shall be organized to correspond with the bid format)

END OF SECTION

Gregori Construction Inc.

Project:	Owner:	Contact	Contract Value:		
Windle Lane Drainage Improve.	City of South Daytona	Brian Peek	$438,685.00	**GC:**	Gregori
	1770 Segrave Street	(386) 322-3080 **P**		**Proj. Start:**	
Project Description:	South Dayto FL 32119	**F**	bpeek@southdayton.org	**Proj. Compl:**	

Construct a stormwater retention pond and pump system fully equipped to hold and remove waters flowing to it from the Coventry Forest neighborhood. Clearing and grubbing, removal of existing electical, replacement of sidewalk, excavation of pond, etc.

Cape Canaveral Stormwater	City of Cape Canaveral		$239,382.00	**GC:**	Gregori
	600 Thurm Blvd	**P**		**Proj. Start:**	05-Feb-20
Project Description:	Cape Canav FL 32920	**F**		**Proj. Compl:**	

Polk Ave. / Orange Ave. Maintenance Upgrade for select Stormwater Systems. The proposed scope of work consists of replacement of storm drain culverts, construction of new stormwater pipes and inlet box modifications or replacements along segments of Polk Ave. (at Orange Ave. intersection) and segments of Orange Ave. (from Polk Ave. to Fillmore Ave.). Approximately 850' (+/-) of storm drain pipe is to be replaced under this maintenance program.

Stormwater Imp., DeBary FL	City of DeBary, Florida	Kevin Hare	$168,432.00	**GC:**	Gregori
	16 Colomba Road	(386) 668-2040 **P**		**Proj. Start:**	11-Feb-20
Project Description:	DeBary FL 32713	(386) 668-4122 **F**	kharc@debary.org	**Proj. Compl:**	

Vitas Health Pond, Florida	Vitas Healthcare	Tina Braungardt	$142,150.00	**GC:**	Gregori
	3046 Corporate Way	(636) 614-6063 **P**		**Proj. Start:**	11-Nov-19
Project Description:	Miramar FL 33025	**F**	tina.braungardt@vitas.com	**Proj. Compl:**	31-Dec-19

Excavation of non-pervious material from existing retention pond and replacement with pervious fill. Included outlet structure modifications, installation of underdrain system.

Gregori Construction Inc.

Project:	Owner:	Contact	Contract Value:		
Fisherman's Landing Park	Rush Construction Inc. 6285 River Front Center Blvd.	Karyn Barker (321) 267-8100 **P**	$108,050.00	**GC:** **Proj. Start:**	RUSH Inc. 07-Oct-19
Project Description:	Titusville FL 32780	(321) 267-9944 **F** kbarker@rushinc.com		**Proj. Compl:**	08-Nov-19

Excavation & grading along Indian River bank (Fisherman's Landing Park, Grant-Valkaria, FL). Placement of stone rip rap revetment. Installation of 70 LF vinyl sheet pile wall, replacement of concrete sidewalk.

MARINA BAY UNDERDRAIN	TOWN OF WINDERMERE 614 MAIN STREET	Robert Smith, Tow (407) 876-2563 **P**	$79,870.00	**GC:** **Proj. Start:**	Gregori 05-Nov-19
Project Description:	WINDERM FL 34786	(407) 876-0103 **F**		**Proj. Compl:**	20-Jan-20

The project involves the clearing of vegetation of the existing stormwater pond bottom and the construction of 6-inch underdrains with cleanouts and a 12-inch header pipe connected to the existing pond outfall control structure. The underdrain trench will be backfilled with clean sand and the pond bottom sodded.

Bayshore Drive Drainage Improv	TOWN OF WINDERMERE 614 MAIN STREET	Robert Smith, Tow (407) 876-2563 **P**	$64,280.00	**GC:** **Proj. Start:**	Gregori 06-Nov-19
Project Description:	WINDERM FL 34786	(407) 876-0103 **F**		**Proj. Compl:**	18-Dec-19

Installation of storm drain pipe and inlets, swale grading, restoration.

Winter Park Pines Canal	Orange County Board of Co. Co 400 E South St	Elia Batista (407) 836-5344 **P**	$382,667.20	**GC:** **Proj. Start:**	Gregori 16-Jan-20
Project Description:	Orlando FL 32801-	**F** elia.batista@ocfl.net		**Proj. Compl:**	

This project consists of improvements to address the erosion and
side slope failure that occurred approximately 1,100 feet east of Forsyth Road. The project involves installing a stepped sheet pile weir with a concrete cap and re-grading of the side slopes upstream of the proposed weir. The project also includes installing concrete ditch pavement, riprap and permanent turf reinforcement matting.
PROJECT LOCATION: The project site is located approximately 1,100 feet east of Forsyth Road and 1,400 feet south of University Boulevard in Orlando, Florida.

Gregori Construction Inc.

Project:	Owner:	Contact	Contract Value:		
Hacienda RV Lot	Hacienda Village Co-Op Inc		$78,263.85	**GC:**	Gregori
Project Description:	280 La Vista Drive	**P**		**Proj. Start:**	
	Winter Sprin FL 32708	**F**		**Proj. Compl:**	
Palm Bay Garvey Box Culverts	City of Palm Bay	Hector Franco, PM	$557,147.75	**GC:**	Gregori
Project Description:	120 Malabar Road SE	(321) 952-3400 **P**		**Proj. Start:**	06-Nov-19
	Palm Bay FL 32907	(321) 952-3401 **F**	Hector.Franco@palmbayflorida.	**Proj. Compl:**	
Removal of existing metal culvert pipe in two locations and installation of 8'x6' precast concrete box culvert (96 FT) and 9'x5' precast concrete box culvert (104 FT). Each location included excavation, water diversion & dewatering, CIP concrete headwalls & wingwalls, roadway base repair, and asphalt paving.					
Fernwood Dr. Baffle Box	Suntree Technoligies Inc.	Ashley Conley	$70,000.00	**GC:**	Gregori
Project Description:	798 Clearlake Road	(321) 637-7552 **P**		**Proj. Start:**	
	Cocoa FL 32922	**F**	ashleyc@suntreetech.com	**Proj. Compl:**	
Baffle box installation in Rockledge, FL.					
FL Cruise Ports Storage Fac.	Florida Cruise Ports	Matt Phillips	$584,376.80	**GC:**	Gregori
Project Description:	273 Crockett Blvd.	(321) 305-6969 **P**		**Proj. Start:**	29-Apr-19
	Merritt Islan FL 32953	(321) 305-6998 **F**	matt@floridacruiseports.com	**Proj. Compl:**	
Excavation of retention pond; grading, stabilization & concrete paving for 30,000 SF driveway; furnishing and installation of sewage lift station & sanitary sewer force main; installation of waterline (6", directional bored) and fire hydrant; construction of CMU wall w/ concrete footing; installation of ornamental fence and motorized gate.					

Gregori Construction Inc.

Project:	Owner:	Contact	Contract Value:		
Titusville - S. St. Baffle Box - 2019	City of Titusville	Jesus Vieiro	$635,125.00	**GC:**	Gregori
	555 S Washington Ave.	(321) 567-3733 **P**		**Proj. Start:**	01-Feb-19
Project Description:	Titusville FL 32796-	(321) 383-5328 **F**	jesus.vieiro@titusville.com	**Proj. Compl:**	01-Jun-19

Furnish and install one (1) baffle box at Palmetto St. / Washington Ave; and one (1) baffle box in Wager Avenue/Palmetto St., and one (1) baffle box by the South Street Ball Fields. Associated dewatering, sidewalk repair, roadway repair.

NSR Snyders Branch Br., Salem	Norfolk Southern Corp	Charlie Graning	$269,824.28	**GC:**	Gregori
	110 Franklin Road SE	**P**		**Proj. Start:**	03-Oct-18
Project Description:	Roanoke VA 240420072	**F**		**Proj. Compl:**	31-Dec-18

Bridge replacement. Concrete footings and Contech engineered arch installation under the existing bridge. Then concrete headwalls and grouting. During outage, old bridge removed and arch gets filled with stone to accept new tuack panels.

Palm Bay Box Culverts	City of Palm Bay	Hector Franco	$845,462.65	**GC:**	Gregori
	120 Malabar Road SE	(321) 952-3400 **P**		**Proj. Start:**	12-Nov-18
Project Description:	Palm Bay FL 32907	**F**	nicholas.gagliardo@palmbayflor	**Proj. Compl:**	

IFB #49-2018/SB Culvert Replacements on C-75 Canal - Pembroke, Emerson and Pebble for the City of Palm Bay. Removal and disposal of three separate CMP culvert crossings along the Melbourne Tillman Water Control District Canal No. 75, , replacement with precast concrete box culverts (9x6, 9x7, 10x6) w/ CIP wingwalls, and restoration .

NSR Bates Run Arch, Millsboro	Norfolk Southern Corp	Jonathan Hocker	$145,600.00	**GC:**	Gregori
	110 Franklin Road SE	(404) 529-1362 **P**		**Proj. Start:**	25-Jun-18
Project Description:	Roanoke VA 240420072	(404) 527-2589 **F**	jonathan.hocker@nscorp.com	**Proj. Compl:**	03-Jul-18

Rehabilitation of Bates Run Arch: cast-in-place concrete repair, ballast removal and installation, install precast concrete parapet, handrail and bridge end markers.

Gregori Construction Inc.

Project:	Owner:	Contact	Contract Value:	
Lackawanna Bridge Repairs - 2019	Delaware-Lackawanna Railroad	Chris Henrici	$875,591.12	**GC:** Gregori
	1 Mill Street	(716) 474-3647 **P**		**Proj. Start:** 12-Aug-18
Project Description:	Batavia NY 14020	**F**	henrici@gvtrail.com	**Proj. Compl:** 30-Nov-19

Various timber railroad bridge repairs in Tobyhanna, PA for Delaware Lackawanna Railroad leading up to primary work site. Large scale stream diversion and site access to install Contech steel arch liner, arch, wingwall and concrete repairs, pressure grout annular space, R-6 rip rap placement.

Gemini Springs Baffle Boxes	Volusia County	Benjamin Bartlett	$284,970.00	**GC:** Gregori
	125 W Indiana Ave	(386) 822-6422 **P**		**Proj. Start:** 13-Jun-18
Project Description:	DeLand FL 32720	(386) 736-5210 **F**	bbartlett@volusia.org	**Proj. Compl:**

Baffle box installation project.

Main St. & Sycamore Baffle Boxes, FL	City of Titusville	Jesus Vieiro	$965,587.00	**GC:** Gregori
	555 S Washington Ave.	(321) 567-3733 **P**		**Proj. Start:** 06-Nov-17
Project Description:	Titusville FL 32796-	(321) 383-5628 **F**	Jesus.Vieiro@Titusville.com	**Proj. Compl:** 22-Jun-18

Installation of 2 EA Suntree baffle box units. Work includes demolition of existing pipe and box culvert, excavation support (trench box and sheet pile), construction dewatering, asphalt roadway milling and paving, roadway base construction, relocation of existing waterline.

Hansel Pond Improvements, Florida	Orange County Board of Co. Co	Chris Hedum	$1,038,614.00	**GC:** Gregori
	400 E South St	(407) 836-7900 **P**		**Proj. Start:** 25-Oct-17
Project Description:	Orlando FL 32801-	**F**	Chris.Hedum@ocfl.net	**Proj. Compl:** 16-Apr-18

The design improvements for Hansel Pond include dredging of excess sediment material from the pond; deepening the pond shelf around the outfall structure and the main portion of the pond; replacing the existing V-notch weir with a bleed down orifice; securing the existing outfall trash racks; installing a new angled skimmer to direct trash to the southern pond bank; installing limerock stabilization material at the southwest
and southeast corners of the project site; installing a new 54-inch inflow pipe with associated manhole and mitered end section; installing a steel sheet pile wall to extend along

Gregori Construction Inc.

Project:	Owner:	Contact	Contract Value:	
NSR Arch, Bolivar, PA MP PT-295.04	Norfolk Southern Corp 110 Franklin Road SE	Jonathan Hocker (404) 529-1362 **P**	$1,536,510.00	**GC:** Gregori **Proj. Start:** 18-Apr-16
Project Description:	Roanoke VA 240420072	(404) 527-2589 **F** jonathan.hocker@nscorp.com		**Proj. Compl:** 31-Aug-17

The Bolivar Bridge Rehabilitation project included the encasement of two arches in a double barrel stone arch bridge with concrete and then the installation of a steel arch liner. The liner was built in sections and slid into place and then all voids between the liner and existing stone surface were grouted shut. There was extensive water diversion on this project to maintain the flow at the mouth of Tubmill Creek into the Conemaugh River. 8 EA Helical tieback anchors were installed to stablize the spandrel face on the western side. Safety chain link fencing also installed.

NSR Emergency Arch Culvert, Reading, P	Norfolk Southern Corp 110 Franklin Road SE	Ruth Brown (404) 205-2615 **P**	$161,350.00	**GC:** Gregori **Proj. Start:** 09-Mar-16
Project Description:	Roanoke VA 240420072	**F** ruth.brown@nscorp.com		**Proj. Compl:** 25-Apr-16

Emergency Rehabilitation of East Neversink Road Arch at MP-54.03 in Reading, PA. Installation of Contech Steel Arch Liner.

Croton Road Baffle Box	City of Melbourne 900 E. Strawbridge Ave.	J. Danielle Straub (321) 608-7312 **P**	$199,980.33	**GC:** Gregori **Proj. Start:** 08-Feb-16
Project Description:	Melbourne FL 32901	(321) 608-7319 **F** dani.straub@mlbfl.org		**Proj. Compl:** 19-Apr-16

Installation of one nutrient separating baffle box, including MOT (lane closure with concrete barrier), asphalt repair, dewatering, sidewalk & curb.

Belmont Estates Drainage Impr.	Orange County Board of Co. Co 400 E South St	Chris Hedum (407) 836-7884 **P**	$651,153.75	**GC:** Gregori **Proj. Start:** 23-Nov-15
Project Description:	Orlando FL 32801-	(407) 836-7714 **F** Chris.Hedum@ocfl.net		**Proj. Compl:** 20-May-16

Removal of 1300 CY muck/organics, installation of approx. 2500 LF RCP (30", 36", 29"x45", 34"x53"), installation of precast concrete drainage structures, dewatering, E&S controls.

Gregori Construction Inc.

Project:	Owner:	Contact	Contract Value:		
Edgewater Pipe Crossing	City of Edgewater PO Box 100	Randy Coslow, P.E (407) 424-2476 **P**	$152,910.00	**GC:** **Proj. Start:**	Gregori 01-Feb-15
Project Description:	Edgewater FL 32132-	**F**	rcoslow@cityofedgewater.org	**Proj. Compl:**	01-Apr-15

Replacement of 2 EA stormwater pipe road crossings. Installation of 54 LF 36" RCP w/ mitered end sections and 54 LF 54" RCP w/ mitered end sections. Placement of 90 TON rubble rip rap, asphalt paving, dewatering, MOT.

Lake Sylvan Outfall Improvements	Seminole County, FL 1101 East First Street	Robert Bradley (407) 665-7113 **P**	$429,650.00	**GC:** **Proj. Start:**	Gregori 30-Oct-14
Project Description:	Sanford FL 32771-	(407) 665-7956 **F**	rbradley02@seminolecountyfl.g	**Proj. Compl:**	10-Apr-15

Furnish and install 377 LF 8'x2' CIP concrete box culvert w/ precast concrete lid, excavation, grading, sodding, furnish and install sluice gate.

SECTION 00410

BID BOND

COPY

KNOW ALL MEN BY THESE PRESENTS, that we, Gregori Construction Inc. as Principal and Great American Insurance Company of the City of Cincinnati Ohio State of Ohio, a corporation existing under the laws of the State of ~~Florida~~, as Surety, are held and firmly bound unto the City of Cocoa Beach hereinafter called the Owner, in the sum of Dollars ($ 5% of ~~Amount Bid~~) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid February 12, 2021, for the construction of:

C0NVAIR COVE STORMWATER LID IMPROVEMENTS & McNABB PKWY WATER MAIN REPLACEMENT
CB21-004

NOW, THEREFORE, if the Principal shall not withdraw said Bid within 90 (Ninety) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 12th day of February, 2021, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GREGORI, ANDREW M

GREGORI CONSTRUCTION INC
3950 SOUTH STREET
TITUSVILLE FL 32780

LICENSE NUMBER: CUC1224399

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GREGORI, ANDREW M

GREGORI CONSTRUCTION INC
3435 SOUTH HOPKINS AVE.
SUITE #6
TITUSVILLE FL 32780

LICENSE NUMBER: CGC1512990

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

SECTION 00410

BID BOND

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The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid February 12, 2021, for the construction of:

CONVAIR COVE STORMWATER LID IMPROVEMENTS & McNABB PKWY WATER MAIN REPLACEMENT
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IN PRESENCE OF:

_____ _____(Seal)

_____ _____(Seal)

_____ _____(Seal)
Individual or Partner

_____
Witness

_____

_____

_____
Address

Gregori Construction Inc.
Corporate Principal

ATTEST: _____ VICE
President

_____
ANDREW M. GREGORI
AFFIX CORPORATE SEAL

3435 South Hopkins Avenue, Suite 6

Titusville, FL 32780
Address

By _____

AFFIX CORPORATE SEAL

Great American Insurance Company
Corporate Surety

ATTEST: _____

Patti K. Lindsey, Witness

_____
Title Josephine M. Streyle, Attorney-in-Fact

END OF SECTION

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than EIGHT

No. 0 20902

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name		Address	Limit of Power
BRIAN W. LONG	JOSEPHINE M. STREYLE	ALL OF	ALL
BRIAN F. JEFFE	JAY BLACK	PITTSBURGH, PA	UNLIMITED
WENDY A. BRIGHT	BARBARA A. LEEPER		
PATTI K. LINDSEY	ALEXANDRA MACHNIK		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 27TH day of MAY , 2020 .

Attest GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 27TH day of MAY , 2020 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 12th day of February , 2021 .

Assistant Secretary

ENGINEER'S PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COST
CONVAIR COVE LID STORMWATER IMPROVEMENTS
AND
MCNABB PKWY WATER MAIN REPLACEMENT
November 3, 2020

Item	Description	Quantity	Unit	Unit Cost	Total	City of Cocoa Beach	City of Cocoa
A. Stormwater Improvement Items							
1	Mobilization/Demobilization	1	LS	$ 20,000.00	$ 20,000.00	$ 10,000.00	$ 10,000.00
2	Pre-Construction Video	1	LS	$ 2,000.00	$ 2,000.00	$ 1,000.00	$ 1,000.00
3	Field Locate and Expose Existing Utilities	1	LS	$5,000.00	$5,000.00	$ 2,500.00	$ 2,500.00
4	Erosion and Sediment Control	1	LS	$ 5,000.00	$ 5,000.00	$ 2,500.00	$ 2,500.00
5	Maintenance of Traffic	1	LS	$ 5,000.00	$ 5,000.00	$ 2,500.00	$ 2,500.00
6	Demolition/Clearing and Grubbing	1	LS	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ -
7	Subgrade	1,500	SY	$ 5.00	$ 7,500.00	$ 7,500.00	$ -
8	Concrete Curb						
	a) Environmental Curb	1,200	LF	$ 30.00	$ 36,000.00	$ 36,000.00	$ -
	b) FDOT Type "D" Curb	50	LF	$ 25.00	$ 1,250.00	$ 1,250.00	$ -
9	Permeable Pavers incl rock and geotextile	1,200	SY	$ 110.00	$ 132,000.00	$ 132,000.00	$ -
10	Modular Buried Stormwater Storage Units	270	SY	$ 120.00	$ 32,400.00	$ 32,400.00	$ -
11	B.A.M. Material						
	a) Mineral-Based (Bold-n-Gold)	130	CF	$ 12.00	$ 1,560.00	$ 1,560.00	$ -
	b) Wood Pulp soil mix	130	CF	$ 6.00	$ 780.00	$ 780.00	$ -
12	Gabion Basket with 50% Clean Fill	14	EA	$ 1,200.00	$ 16,800.00	$ 16,800.00	$ -
13	Excavate and Grading Ponds	1	LS	$ 12,000.00	$ 12,000.00	$ 12,000.00	$ -
14	Rip Rap incl geotextile fabric	10	CY	$ 200.00	$ 2,000.00	$ 2,000.00	$ -
15	Sampling Port	10	EA	$ 400.00	$ 4,000.00	$ 4,000.00	$ -
16	Discharge Flume including skimmer	1	EA	$ 8,000.00	$ 8,000.00	$ 8,000.00	$ -
17	Traffic Barricade	2	EA	$ 1,500.00	$ 3,000.00	$ 3,000.00	$ -
18	Unsuitable Material Excavation	10	CY	$ 50.00	$ 500.00	$ 500.00	$ -
19	Reconstruct Sewer Service	2	EA	$ 4,000.00	$ 8,000.00	$ 8,000.00	$ -
20	Landscaping and Irrigation	1	LS	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ -
21	Layout/As-Builts	1	LS	$ 8,000.00	$ 8,000.00	$ 8,000.00	$ -
				Subtotal A	$ 365,790.00	$ 347,290.00	$ 18,500.00
B. Water Main Replacement Items							
1	Water Main, PVC C900,w/ all jts retrained						$0.00
	a) 6" AWWA C-900	393	LF	$40.00	$15,720.00	$ -	$15,720.00
2	Resilient Seat Gate Valve & Box (with collar)					$ -	$0.00
	a) 6"	1	EA	$1,800.00	$1,800.00	$ -	$1,800.00
3	Line Stop					$ -	$0.00
	a) 6"	1	EA	$8,000.00	$8,000.00	$ -	$8,000.00
	b) 3"	1	EA	$5,000.00	$5,000.00	$ -	$5,000.00
4	Tie-In (Fittings and Restraints)					$ -	$0.00
	a) 6" to 6"	1	EA	$5,000.00	$5,000.00	$ -	$5,000.00
	b) 6" to 3"	1	EA	$3,500.00	$3,500.00	$ -	$3,500.00
5	DIP Fittings Add or Delete	100	LB	$10.00	$1,000.00	$ -	$1,000.00
6	Water Services, 1" Long	3	EA	$1,200.00	$3,600.00	$ -	$3,600.00
7	Water Meter "Cut Overs"	2	EA	$250.00	$500.00	$ -	$500.00
8	Remove Fire Hydrant Assembly	1	EA	$1,500.00	$1,500.00	$ -	$1,500.00

ENGINEER'S PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COST
CONVAIR COVE LID STORMWATER IMPROVEMENTS
AND
MCNABB PKWY WATER MAIN REPLACEMENT
November 3, 2020

9	Fire Hydrant Assembly	1	EA	$4,500.00	$4,500.00	$ -	$4,500.00
10	Water Service replacement	2	EA	$ 2,500.00	$ 5,000.00	$ -	$5,000.00
11	Driveway removal and replacement						
	a) Pavers reusing existing pavers	84	SY	$ 80.00	$ 6,720.00	$ -	$6,720.00
	b) 6" Concrete	30	SY	$ 60.00	$ 1,800.00	$ -	$1,800.00
12	Cap and Abandon Existing Water Main, Grout Fill						
	a) 6" Grout Filled incl	160	LF	$25.00	$4,000.00	$ -	$4,000.00
	b) 3" Grout Filled incl	130	LF	$20.00	$2,600.00	$ -	$2,600.00
13	Removal of Transite Pipe	100	LF	$50.00	$5,000.00	$ -	$5,000.00
14	Swab by "Pigging" New Water Lines						
	a) 6"	393	LF	$2.00	$786.00	$ -	$786.00
15	Compliance with Florida "Trench Safety Act"	1	LS	$500.00	$500.00	$ -	$500.00
16	WM Layout, As-built Drawing Preparation	1	LS	$2,000.00	$2,000.00	$ -	$2,000.00
				Subtotal B	$78,526.00	$ -	$78,526.00
				Total A + B	$ 444,316.00	$ 347,290.00	$ 97,026.00
				Contingency(10%)	$ 44,431.60	$ 34,729.00	$ 9,702.60
				Total Estimated Construction Cost	$ 488,747.60	$ 382,019.00	$ 106,728.60

In providing estimates of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's estimates of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's estimate of probable construction cost.

13

Prepared by and Return to:

City of Cocoa
Attention: Utilities Director
65 Stone Street
Cocoa, Florida 32920

E

CFN 2020283244, OR BK 8954 PAGE 2316,
Recorded 12/17/2020 at 02:34 PM, Scott Ellis, Clerk of Courts, Brevard County
Pgs:13

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF COCOA AND THE CITY OF COCOA BEACH

(CONVAIR COVE STORMWATER LID IMPROVEMENTS)

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into on this 8th day of December, 2020, by and between the **CITY OF COCOA,** a Florida municipal corporation, whose address is 65 Stone Street, Cocoa, Florida 33922 (hereafter referred to as the "Cocoa") and the **CITY OF COCOA BEACH**, a Florida municipal corporation, whose address is 2 S Orlando Avenue Cocoa Beach, FL 32932 (hereafter referred to as the "Cocoa Beach") and .

W I T N E S S E T H:

WHEREAS, Cocoa Beach provides roadway and other public infrastructure improvements within Cocoa Beach, Florida; and

WHEREAS, Cocoa provides water utility services within the jurisdictional limits of Cocoa Beach; and

WHEREAS, Cocoa Beach plans to construct streetscape improvements within and along McNabb Parkway ("Convair Cove Stormwater LID Improvements"); and

WHEREAS, during Cocoa Beach's construction of the Convair Cove Stormwater LID Improvements, Cocoa desires to simultaneously remove and replace existing water utility infrastructure within and along McNabb Parkway ("Cocoa Utilities Project"); and

WHEREAS, Cocoa Beach desires to cooperate with Cocoa to perform the streetscape improvements along McNabb Parkway in conjunction with the Cocoa Utilities Project; and

WHEREAS, Cocoa's work regarding the Cocoa Utilities Project will be performed in conjunction with the Convair Cove Stormwater LID Improvements to promote efficiency, to prevent unnecessary duplication of effort, and to reduce further inconvenience to the citizens of Cocoa Beach, Brevard County; and

WHEREAS, Cocoa Beach desires Cocoa's assistance in coordinating the construction of the Convair Cove Stormwater LID Improvements in conjunction with the Cocoa's Utilities Project; and

WHEREAS, this Agreement is authorized pursuant to the provisions of Chapters 163 and 166, Florida Statutes and other applicable law; and

WHEREAS, the parties hereto have determined that this Agreement is in furtherance of intergovernmental cooperation and the public health, safety and welfare.

NOW THEREFORE, in consideration of the premises herein, the parties hereby agree as follows:

Section 1. **Recitals.** The above recitals are hereby deemed true and correct and are hereby incorporated herein by this reference.

Section 2. **Purpose.** The purpose of this Agreement is for Cocoa and Cocoa Beach to cooperate and coordinate together the design, permitting, bidding, and installation of the Convair Cove Stormwater LID Improvements and Cocoa Utilities Project.

Section 3. **Project.** Cocoa and Cocoa Beach agree to cooperate and coordinate the permitting, bidding, and installation of the Convair Cove Stormwater LID Improvements and

Cocoa Utilities Project (hereinafter together referred to as the "Joint Project"). The following terms and conditions are further assented to and agreed by the parties with respect to the Joint Project:

3.1 Plans and Permits. Cocoa Beach is responsible for preparing all necessary engineering plans for the design of the Convair Cove Stormwater LID Improvements and Cocoa is responsible for preparing all necessary engineering plans for the design of the Cocoa Utilities Project, but the plans for the removal and replacement of Cocoa's utilities (water mains) shall be consistent with the City of Cocoa's Utilities Handbook and the most current version of the Cocoa's Technical Provisions and Standard Details Manual. The plans for Cocoa Beach's streetscape improvements project shall be consistent with City of Cocoa Beach Standard Details. The Parties anticipate the following permits may be required to complete the Joint Project: FDEP General Permit Construct PWS Components.

3.2 Construction Management. Cocoa Beach shall be responsible for competitive bidding and contracting with the Contractor required to construct the Joint Project in accordance with applicable law and Cocoa Beach's approved competitive bidding process. Cocoa Beach shall provide Cocoa written notice of any such competitive bidding and Cocoa shall have the right to provide comments to Cocoa Beach regarding any competitive bid under this Agreement before any bid is awarded to a Contractor by Cocoa Beach, provided such comments are timely and provided within the award schedule established by Cocoa Beach. Cocoa Beach shall be responsible for the construction management of the Joint Project and Cocoa Beach shall ensure that its

Contractor provides Cocoa with periodic inspection and status reports as reasonably requested by Cocoa. Cocoa Beach shall keep Cocoa apprised of the construction of the Joint Project. Cocoa and Cocoa Beach shall cooperate with each other with respect to the construction management of the Joint Project, and Cocoa shall have the right to participate in all Joint Project progress meetings. Upon completion of the Joint Project to the satisfaction of both parties, Cocoa Beach shall transfer, or have its Contractor transfer, to Cocoa, by bill of sale, title to the all utilities infrastructure related to the Cocoa Utilities Project free and clear of all liens and encumbrances and provide Cocoa "as-built" drawings of said utilities infrastructure certified by the professional engineer registered in the State of Florida who was responsible for the Joint Project.

3.3 Construction Contracts. All contracts and subcontracts for the construction of Cocoa's water main under this Agreement must include hold harmless and indemnification provisions to protect Cocoa and Cocoa Beach in a form acceptable to the parties. The construction Contractors and subcontractors must provide insurance certificates and endorsements of acceptable levels and qualities of insurance, naming Cocoa and Cocoa Beach as an additional named insured, and evidence of said hold harmless and indemnity prior to commencement of work. Cocoa Beach must submit draft contract language containing this language to Cocoa and its City Attorney to review and allow Cocoa at least seven (7) days to review and comment on the same. If Cocoa submits comments, Cocoa Beach shall use all reasonable efforts to incorporate Cocoa's comments into the contracts and subcontracts, as applicable. The construction contract language requirements set forth in this section will be set forth in the bid

documents prepared by Cocoa Beach so that all bidders are appraised of this requirement prior to submitting a bid for the Joint Project.

3.4 Joint Project Costs; Cocoa and Cocoa Beach Cost-Sharing; Change Orders. Each party will be responsible for the costs associated with the design, permitting, and installation (materials and labor) of their respective work. However, the parties anticipate that they will be able to identify common costs associated with the Joint Project during the construction phase of the Joint Project that can be equally shared by the parties. As such, the parties will endeavor, to the maximum extent practical and feasible during this Joint Project, to identify such common costs by mutual agreement, and said costs shall be reduced in writing that will be signed by the City Managers of Cocoa Beach and Cocoa ("Shared Cost Memo"). At this time, the parties have agreed to equally share the following items: Mobilization/Demobilization, Pre-Construction Video, Field Locate and Expose Existing Utilities, Erosion and Sediment Control, and Maintenance of Traffic. The Shared Cost Memo will be finalized upon receiving the construction bids. Cocoa Beach and Cocoa agree to split and pay the costs described on the Shared Cost Memo equally (50%) each. Any proposed change orders for the Joint Project must be reviewed and approved by Cocoa and Cocoa Beach in writing. Additionally, with respect to change orders, in the event the Joint Project Contractor seeks additional compensation for delays, time extensions, or some other valid reason, any such request will be handled as a contract amendment between Cocoa Beach and the Contractor via the change order process. If the requested change order requested by the Contractor is specific to a portion of the Joint Project solely related to either Cocoa Beach or Cocoa's scope of

work, then only the party whose scope of work is affected will pay for the change order. If the requested change order is related to the common costs of the Joint Project, then Cocoa Beach and Cocoa agree to share the costs of the change order.

3.5 Payment by Cocoa. Prior to Cocoa Beach issuing a Notice to Proceed with the construction of the Joint Project, Cocoa Beach shall deliver a written notice to Cocoa itemizing Cocoa's share of the Joint Project costs as set forth in Section 3.4 of this Agreement. Upon delivery of the invoice, Cocoa will have five (5) business days in which to accept the invoice or identify and notify Cocoa Beach of any discrepancies. Discrepancies will be worked out by the parties expeditiously so as not to unreasonably delay the Joint Project schedule. Within thirty (30) days from the date that Cocoa accepts the invoice, Cocoa will issue payment to Cocoa Beach for its share of the Joint Project costs stated in the accepted invoice. Cocoa Beach will retain Cocoa's payment in escrow and shall only use said payment to Cocoa's Joint Project costs after receiving written authorization for each pay request. During the Construction phase of the Joint Project, Cocoa Beach and Cocoa will jointly review any progress payment requests made by the Contractor and jointly sign off on the requests prior to Cocoa Beach making payment to Contractor. Any Cocoa funds not expended by Cocoa Beach due to any additional Joint Project costs savings or changes in scope, if any, will be returned to Cocoa within sixty (60) days of the Joint Project deemed complete by the parties. Cocoa Beach shall be responsible for paying all Contractors in full. Cocoa will likewise pay for its share of the Joint Project costs.

Section 4. **Duty to Act in Good Faith.** Cocoa Beach and Cocoa agree to proceed in good faith consistent with the terms of this Agreement. Each Party shall proceed with the design, permitting and installation of the Joint Project as rapidly as is practical and feasible.

Section 5. **Implementation and Other Documents.** To the extent that additional documents are required to be prepared and executed in order to effectuate this Agreement, the Cocoa Beach City Manager and Cocoa City Manager are authorized to prepare or have prepared said documents and execute the same. Further, the parties agree to cooperate and execute such other instruments and documents as may be required to effectuate this Agreement including, but not limited to, any permit applications required by any governing agency.

Section 6. **Employee Status.** Each party shall be responsible for their own employees, contractors and agents. Persons employed by Cocoa Beach in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of Cocoa. Persons employed by Cocoa in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of Cocoa Beach.

Section 7. **Indemnification; Attorney's Fees; Sovereign Immunity.** Neither party to this Agreement, its officers, employees or agents shall be deemed to assume any liability for the acts, omissions or negligence of the other party, its officers, employee, contractors or agents, except as provided by this Agreement. Each party shall bear their own attorney's fees, costs and expenses related to any litigation, suit, dispute, controversy, mediation, or proceeding appellate proceedings against the other party, arising out of, based on, or related to, this Agreement. The parties intend to avail themselves of the benefits of section 768.28, Florida Statutes, and any other statute and common law governing sovereign immunity to the fullest

extent possible and nothing herein shall be construed as a waiver of sovereign immunity by the parties.

Section 8. Notices.

(a) Whenever either party desires to give notice to the other party, notice shall be sent to:

For COCOA BEACH:
Jessica Bruso
Stormwater Utility Manager
1600 Minutemen Cswy
Cocoa Beach, Florida 32931
(321) 868-3292 (phone)
Jessica.bruso@cityofcocoabeach.com

With copy to the City Attorney:

Gretchen R. H. ("Becky") Vose, Esq.
Vose Law Firm LLP
324 W. Morse Boulevard
Winter Park, Florida 32789
(407) 645-3735 ext. 15 (phone)
bvose@voselaw.com

For COCOA:

Jack Walsh
Utilities Director
351 Shearer Blvd
Cocoa, Florida 32922
(321) 433-8701 (phone)
jwalsh@cocoafl.org

With copy to the City Attorney:

Anthony A. Garganese
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802

(407) 425-9566 (Phone)
agarganese@orlandolaw.net

(b) Either of parties may change, by written notice as provided herein, the addresses or persons for receipt of notices. Each such notice shall be deemed delivered on the date delivered if by personal delivery or on the date of transmission if by email, or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed or date of delivery by overnight delivery services as evidenced by a service receipt.

Section 9. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 10. Term; Entire Agreement. The term of this Agreement commences on the Effective Date set forth in Section 18 of this Agreement and shall remain in effect until the Joint Project has been completed to the satisfaction of both parties. The term of this Agreement may also be terminated or extended by mutual written agreement of the parties. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and neither this Agreement nor any portion of it may be altered, modified, waived, deleted or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby. This Agreement supercedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement.

Section 11. Binding Effect; Waiver; Time Extensions. This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of

the parties. No failure by a party to exercise any right, power, or privilege under this Agreement is a waiver of that or any other right, power, privilege under this Agreement. The parties may agree, in writing, to extend or change any of the deadlines specified in this Agreement.

Section 12. Public Records. The parties shall allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, which have been made or received in conjunction with this Agreement.

Section 13. Conflict of Interest. Both parties agree that they will not commit any act in the performance of its obligations pursuant to this Agreement that would create a conflict of interest, as defined by Chapter 112, Florida Statutes.

Section 14. Force Majeure. In the event that performance of this Agreement by any party is prevented or interrupted by a Force Majeure Event, said party shall not be liable for such nonperformance, but only for the duration or to the extent of said Force Majeure Event and only if said party is not directly or indirectly responsible therefor. Any party claiming to be relieved of any duty pursuant to this Section shall give prompt written notice thereof to the other party. The parties agree, however, to remedy with all reasonable dispatch the cause or causes preventing a party from carrying out this Agreement. For purposes of this Section, the phrase "Force Majeure Event" shall mean an event not the fault of, and beyond the reasonable control of, the party claiming excuse which makes it impossible or extremely impracticable for such party to perform obligations imposed on it by this Agreement, by virtue of its effect on the physical facilities and their operation or employees essential to such performance. Force Majeure Events include (a) an "act of God" such as a hurricane, tornado, hail storm, drought, earthquake, flood, climatic event, earth movement, or similar catastrophic event; (b) an act of the public enemy, terrorism,

sabotage, civil disturbance or similar event; (c) a strike, work stoppage, picketing or similar concerted labor action; (d) delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain environmental permits or essential materials after diligent and timely efforts; (e) an order or regulation issued by a federal, state, regional or local regulatory agency after the Effective Date or a judgment or order entered by a federal or state court after the Effective Date; or (f) any other action by any third party that makes it impossible or extremely impracticable for a party to perform its obligations under this Agreement.

Section 15. Default and Remedy. Failure on the part of any party to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation, representation or warranty contained in or arising out of this Agreement, shall constitute a default under this Agreement. Upon occurrence of a default by any party, the non-defaulting party shall deliver written notice to the party in default in the manner provided in Section 8, identifying the specific nature of the default therein. The party in default shall have thirty (30) days within which to cure such default unless the nature of the default is such that it cannot be cured within thirty days, the party in default shall have additional time that may be necessary to cure the default, so long as the party in default commences the cure and diligently prosecutes such cure until completion. For any default not cured as provided herein, the non-defaulting party may seek specific performance arising from the default. However, before any litigation is filed, the parties agree to mediate the dispute involving the default in good faith. The cost of any mediator share be shared equally by the parties.

Section 16. **Governing Law and Venue.** The parties acknowledge that this Agreement was entered into and delivered within the State of Florida. This Agreement shall be governed by and construed in accordance with laws of the State of Florida, without giving effect to any choice of laws or rules thereof which may direct the application of laws of another jurisdiction. The venue for any judicial proceedings shall be in a State court of competent jurisdiction located in Brevard County. The parties hereby waive their right to a jury trial.

Section 17. **Disclaimer of Third Party Beneficiaries.** This Agreement is solely for the benefit of Cocoa Beach and Cocoa and no right or cause of action shall accrue to or for the benefit of anyone other than Cocoa Beach and Cocoa. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than Cocoa Beach and Cocoa any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon Cocoa Beach and Cocoa.

Section 18. **Effective Date; Recordation.** This Agreement shall take effect on the date that it is executed by both parties hereto and recorded in the Official Records of Brevard County, Florida. Upon execution of this Agreement by both parties, Cocoa shall promptly record this Agreement in the Official Records of Brevard County, Florida, and return a recorded copy of this Agreement to the Cocoa Beach City Clerk at the address listed in Section 8 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written.

ATTEST:

Loredana Kalaghchy, MMC, City Clerk

COCOA BEACH, FLORIDA

By: _____
Ben Malik, Mayor-Commissioner

As authorized for execution by the Cocoa Beach City Council at its December 3, 2020 regular meeting.

ATTEST:

Carie Shealy, MMC, City Clerk

CITY OF COCOA, FLORIDA:

By: _____
Michael C. Blake, Mayor

As authorized for execution by the City of Cocoa City Council at its December 8, 2020 regular meeting.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/13/2021

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 Seubert & Associates Inc. 225 North Shore Drive Suite 300 Pittsburgh PA 15212	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 412-734-4900 **FAX (A/C, No):** 412-734-5725 **E-MAIL ADDRESS:** certs@seubert.com
INSURED GRECO15 Gregori Construction Inc. 736 Ekastown Road Sarver PA 16055	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Zurich American Insurance Company — 16535 **INSURER B :** American Guarantee & Liability — 26247 **INSURER C :** Charter Oak Fire Insurance Company — 25615 **INSURER D :** Berkley Assurance Company — 39462 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 63405975 **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** [ ] CLAIMS-MADE [X] OCCUR X XCU GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GLO464300208	10/1/2020	10/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY X Drive Other	Y	Y	BAP464300308	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 0			AUC791767302	10/1/2020	10/1/2021	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC464300108	10/1/2020	10/1/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C C D	Leased Rented Equip. Installation Floater Pollution/Prof. Liability			QT6606D441450COF20 QT6606D441450COF20 PCXDB50097801019	10/1/2020 10/1/2020 10/1/2019	10/1/2021 10/1/2021 10/1/2021	$900,000 $350,000 $2,000,000	$2,500 Deductible $2,500 Deductible $10,000 Deductible

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

Re: BID #21-004 | CONVAIR COVE STORMWATER LID IMPROVEMENTS & McNABB PKWY WATER MAIN REPLACEMENT

The City of COCOA BEACH, The City of COCOA, elected officials and employees are additional insureds on the general liability and auto liability per written contract. A waiver of subrogation applies to the additional insureds on general liability, auto liability and workers compensation per written contract. Thirty days' notice of cancellation applies except in the event of non-payment of premium.

CERTIFICATE HOLDER

City of Cocoa | City of Cocoa Beach
65 Stone Street | 2 S. Orlando Avenue
Cocoa | Cocoa Beach FL 32922

CANCELLATION

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

Kristie Lulich

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Legislation Details (With Text)

File #:	21-262	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	3/23/2021			**In control:**	City Council
On agenda:	4/13/2021			**Final action:**	
Title:	Approve a Resolution Amending the FY 2021 Budget to Reallocate Funds Due to Increased/Unexpected Expenditures at the Dyal WTP; BAF #21-065-T. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2021- ADA Compliant.pdf BAF 21-065-T-UT-Dyal WTP SCADA Upgrades (04-13-21) Agenda 21-262.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 23, 2021
Agenda Date: April 13, 2021
Prepared By: Sean B. McFarland, Water Treatment Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Amending the FY 2021 Budget to Reallocate Funds Due to Increased/Unexpected Expenditures at the Dyal WTP; BAF #21-065-T

BACKGROUND:

Due to an unforeseen increase in expenditures related to SCADA operating supplies at the Dyal WTP, Account No. 421-4020-536.52-00 (Operating Supplies) requires a budget transfer. These approved and closely managed expenditures (new and replacement PLC's, monitors, cabling, etc.) enabled the Dyal WTP to monitor critical water treatment processes continuously and effectively throughout the treatment system.

Between FY18 and FY20, the Dyal WTP spent approximately $237,000 per year in Operating Supplies. During the FY21 budget planning, the Dyal WTP anticipated spending approximately $286,000 in Operating Supplies increasing FY expenditures by $49,000; however, only $183,200 was budgeted during FY21.

Staff is requesting Council approval to transfer unencumbered funds from Account No. 421-4020-536.43-00 (Electric/Water/Sewer) and Account No. 421-4020-536.46-00 (Repairs and Maintenance), DY20WL, to Account No. 421-4020-536.52-00 (Operating Supplies), various projects, which will allow for sufficient funds through the end of FY21.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes, BAF #21-065-T
Amount Requested	$139,000
Account Number	421-4020-536.52-00
Account Name	Operating Supplies

Projects SC20GS, SC20IC, SC20PC, SC20SR and SC20HI

Source of Funds:

Amount Requested: ($90,000)
Account Name: Electric/Water/sewer
Account Number: 421-4020-536.43-00

Amount Requested: ($49,000)
Account Name: Repair and Maintenance
Account Number: 421-4020-536.46-00

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve a Resolution Amending the FY 2021 Budget to Reallocate Funds Due to Increased/Unexpected Expenditures at the Dyal WTP; BAF #21-065-T

RESOLUTION NO. 2021-026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2021; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2020, and ending on September 30, 2021, at a Regular meeting held on September 23, 2020; and

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

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

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

SECTION 1. The 2020-2021 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 13th day of April, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2021 - 21-065-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER

REQUESTING DEPARTMENT #: UT/Dyal 4020 DATE PREPARED: 03/25/21

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 90,000)	421-4020-536.43-00		Electric/Water/Sewer	$ 1,969,880	$ 1,969,880	$ 1,879,880	$ 528,293
($ 49,000)	421-4020-536.46-00		Repairs & Maintenance	$ 2,324,400	$ 1,555,725	$ 1,506,725	$ 1,555,725
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 139,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 98,048	421-4020-536.52-00		Operating Supplies	$ 183,200	$ 183,200	$ 281,248	($ 4,793)
$ 7,495	421-4020-536.52-00	SC20GS	Operating Supplies	$ 183,200	$ 183,200	$ 190,695	($ 4,793)
$ 5,820	421-4020-536.52-00	SC20IC	Operating Supplies	$ 183,200	$ 183,200	$ 189,020	($ 4,793)
$ 12,611	421-4020-536.52-00	SC20PC	Operating Supplies	$ 183,200	$ 183,200	$ 195,811	($ 4,793)
$ 1,026	421-4020-536.52-00	SC20SR	Operating Supplies	$ 183,200	$ 183,200	$ 184,226	($ 4,793)
$ 14,000	421-4020-536.52-00	SC20HI	Operating Supplies	$ 183,200	$ 183,200	$ 197,200	($ 4,793)
$ 139,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The Dyal WTP has been working to make upgrades to their SCADA system, which has caused an increase in expenditures to their operating supplies. Monthly expenditures are averaging approximately $23,826.00 per month. The original budget for 421-4020-536.52-00 was $183,200, which has been depleted (-$4,792.87 as of 3/25/2021) when including the encumbered money in the account. A budget transfer of $139,000 should allow the Dyal WTP enough funds to make it through the remainder of Fiscal Year 2021. Agenda #21-262.

Council/Board APPROVAL REQUIRED? *YES* (●) ***NO*** ( ) ***DATE APPROVED:*** 04/13/21 ***RESOLUTION #:***

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

3/23/21	Sean McFarland Digitally signed by Sean McFarland Date: 2021.03.23 11:31:05 -04'00'	3/25/21	Colleen Campbell Digitally signed by Colleen Campbell Date: 2021.03.25 14:09:23 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
	John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2021.03.25 13:03:19 -04'00'	3/29/21	Lora Howell Digitally signed by Lora Howell Date: 2021.03.29 15:56:19 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	21-265	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	3/26/2021			**In control:**	City Council
On agenda:	4/13/2021			**Final action:**	
Title:	Approve the FY 2020-2021 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of $551,358.03 and Approve a Resolution Amending the FY2021 Budget, BAF#21-067-A. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	HOME Disbursement Agreement FY 20-21.pdf Budget Resolution FY 2021- .pdf BAF-21-067-A-HOME-Decrease grant to match disb agree (4-13-21) Agenda 21-265.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 26, 2021
Agenda Date: April 13, 2021
Prepared By: Ibis S. Berardi, Housing Program Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve the FY 2020-2021 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of $551,358.03 and Approve a Resolution Amending the FY2021 Budget, BAF#21-067-A.

BACKGROUND:

The City of Cocoa, in partnership with Brevard County and the cities of Melbourne, Palm Bay, and Titusville receives HOME Investment Partnership (HOME) funds through a consortium, called the Brevard County HOME Consortium. The allocation amount is determined by the U.S. Department of Housing and Urban Development (HUD) based on the following factors where the first and sixth factors are weighted 0.1; the other four factors are weighted 0.2:

1) Vacancy-adjusted rental units where the household head is at or below the poverty level.
2) Occupied rental units with at least one of four problems: a) overcrowding; b) incomplete kitchen facilities; c) incomplete plumbing; and d) high rent cost.
3) Rental units built before 1950 occupied by poor households.
4) Rental units described in factor 2 multiplied by the ratio of the cost producing housing for a jurisdiction divided by the national cost.

5) Number of families at or below poverty level.
6) Population of a jurisdiction multiplied by a net per capita income (pci).

The Brevard County HOME Consortium shall receive $1,274,086.00. The City's allocation is approximately 6.70% percent of the total HOME allocation the County receives.

Brevard County is responsible for the administration and compliance of regulations which govern these funds, as lead entity for the HOME Consortium. A HOME Investment Partnership Program Disbursement Agreement between Brevard County and each of the four (4) cities is executed to ensure funds are administered in accordance with HOME regulations and allows Brevard County to reimburse the City for any funds expended during the fiscal year.

Staff recommends Council approve the FY 2020-2021 Brevard County HOME Investment Partnership Program Disbursement Agreement between Brevard County and the City of Cocoa in the amount of $551,358.03 as follows:

FY 2020-2021 Allocation	$83,169.91
Carry Forward Balance	$192,910.20
Program Income	$275,277.92
Total Contract Amount	**$551,358.03**

Additionally, the attached Budget Adjustment includes a transaction of $260,000, which is to reverse an entry made on BAF#21-033-A. The funds were already budgeted for an open Purchase Order, within the FY21 Budget and Budget did not need to be provided additional funds.

STRATEGIC PLAN CONNECTION:

Community Development (Redevelopment of the City's Core) - Supporting these projects the City will raise the quality of life for its residents, especially those underserved and disadvantaged.

BUDGETARY IMPACT:

Budgeted Yes

The cost of this program is budgeted in 104-3240-554.83-00 Other Grants and Aids. The attached Budget Amendment is to update the Budget to accurately reflect the cost of the program. Personnel costs are budgeted within the appropriate payroll lines in the amount of $6,343 (7.43% of the allocation).

Budget Adjustment Form # 21-067-A

Account Name	Cash Carry Forward
Account Number	104-0000-389.99-10
Amount	($21,926)

Account Name	Other Grants and Aids

Account Number 104-3240-554.83-00
Amount ($21,926)

(Reversing the entry made on BAF 21-033-A)
Account Name Fund Balance Reserves
Account Number 104-0000-389.99-50
Amount ($260,000)

Account Name Other Grants and Aids
Account Number 104-3240-554.83-00
Amount ($260,000)

Source of Funds: __X__ Grant Source: HOME Investment Partnership Program

PREVIOUS ACTION:

NONE

RECOMMENDED MOTION:
Approve the FY 2020-2021 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of $551,358.03 and Approve a Resolution Amending the FY2021 Budget, BAF#21-067-A.

2020-2021 HOME INVESTMENT PARTNERSHIPS PROGRAM DISBURSEMENT CONTRACT

BETWEEN BREVARD COUNTY AND THE CITY OF COCOA

THIS CONTRACT entered into this ____day of_____, 2021 with an effective date of October 1, 2020 by and between Brevard County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as "County," and the City of Cocoa, a municipality, hereinafter referred to as "City."

WHEREAS, the National Affordable Housing Act of 1990, as amended from time to time, authorized the HOME Investment Partnerships Program (hereinafter referred to as "HOME Program") to provide financial assistance through the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") to local governments for the production of affordable housing; and

WHEREAS, Brevard County, the City of Cocoa, the City of Melbourne, the City of Titusville, and the City of Palm Bay, have entered into an agreement to form a Consortium to obtain funding through the HOME Program to provide affordable housing and subsequent monitoring for its residents; and

WHEREAS, the County, recognized by HUD as the Lead Entity of the Brevard County HOME Consortium, desires to establish a mechanism for the successful implementation of the HOME Program; and

WHEREAS, the City has requested funds from the Consortium for the benefit of the very low- and low-income citizens of Cocoa; and

WHEREAS, this Contract is authorized pursuant to the provisions of Section 163.01, Florida Statutes, and other applicable law, which authorized the exercise by agreement to two or more public agencies of any power common to them.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, the County and City mutually agree as follows:

SECTION I. DEFINITIONS:

A. "Approved Activities" means HUD approved activities as stated in the Brevard County HOME Consortium Consolidated Plan and Annual Action Plan.

B. "Consortium" means the Brevard County HOME Consortium.

C. "Consortium Approval" means the written approval of the HOME Consortium members.

D. "City" means the City of Cocoa.

E. "County" means the Board of County Commissioners of Brevard County, Florida, c/o Housing and Human Services Department.

F. "HUD" means the United States Department of Housing and Urban Development.

G. "HOME Administrator" means the Brevard County Housing and Human Services Department Director or his/her designee.

H. "HOME Program" means the United States Department of Housing and Urban Development's HOME Investment Partnerships Program.

I. "HOME Regulations" means 24 CFR Part 91 and 92 and supplemental, additional or successor provisions.

J. "Lead Entity" refers to the Board of County Commissioners of Brevard County, as required under 24 CFR Part 92.101(a)(ii).

K. "Program Income" means the gross income received by the participating jurisdiction, sub-recipient, or Community Housing Development Organization, which is directly generated from the use of HOME Program funds and matching contributions.

L. "Recaptured Funds" means HOME Program funds which are recouped by the participating jurisdiction, sub-recipient, or Community Housing Development Organization when HOME Program assisted housing does not comply with the affordability period required by 24 CFR 92.254(a)(4). The amount of recapture is determined in accordance with 24 CFR 92.254(a)(5)(ii). Any funds recouped in excess of the amount mandated by HOME Program regulations will constitute Program Income.

M. "Very Low and Low Income" means the definitions set by HUD for the HOME Program in 24 CFR Part 92.2.

SECTION II. PURPOSE: The purpose of this Contract is to state the covenants and conditions under which the County shall reimburse the City for eligible activities utilizing both HOME Program funds for Fiscal Year 2020-2021 and any carry-forward funds from previous fiscal years.

SECTION III. SCOPE OF SERVICES: The City shall carry out or cause to be carried out the following approved activities: Community Housing Development Organization, First Time Homebuyer Program and Program Administration as described in the Annual Action Plan, as may be amended, which is incorporated herein by this reference. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of the City. The City shall be responsible for all required HOME Program matching contributions, as outlined under 24 CFR Part 92.218, for approved activities carried out by the City. The City shall be responsible for administering a minimum 15% of this year's allotment, to be utilized by a Community Housing Development Organization, as outlined under 24 CFR 92 Subpart G.

SECTION IV. TERM OF CONTRACT: This Contract shall commence on October 1, 2020 and terminate on September 30, 2021, or on the date on which final completion of all projects funded through this Contract is established, whichever comes first. Notwithstanding the foregoing, all terms and conditions contained in Sections V. through XXV. of this Contract shall survive the termination of this Contract and shall remain in full force and effect throughout any required affordability period as defined in the funded projects.

SECTION V. USE OF FUNDS: The County shall reimburse the City an amount not to exceed $276,080.11 ($83,169.91 comprising of the current year's allocation, and $192,910.20 carry-forward funds. Any program income received throughout the year will be utilized in accordance with Section VI. Program Income). The parties recognize and agree that the funds shall be used for eligible expenses incurred while carrying out eligible HOME Program activities as outlined in Exhibit B. The schedule for committing and expending funds under this Contract are outlined in Exhibit C and D, respectively. Funds have up to two years to be encumbered and four years to be expended, except Community Housing Development Organization funds which have five years to be expended. The City shall encumber the funds, within two years, no later than September 30, 2023. Unless otherwise authorized by the Consortium, funds which remain un-encumbered shall be subject to Section XIV.

SECTION VI. PROGRAM INCOME:

A. All Program Income and recaptured funds generated by Approved Activities shall be retained, tracked and utilized for additional eligible activities by the City.

B. Program Income must be deposited internally within five business days. Program Income must be receipted in Integrated Disbursement and Information System within 30 days. Any available Program Income must be utilized prior to expending Entitlement Funds. A Program Income log must be submitted to the County on a quarterly basis (Exhibit H).

C. The County reserves the right to recapture and utilize Program Income funds, as defined in Section XIV, from member jurisdictions for non-performance or non-compliance. The funds will be used for other projects within the Consortium.

D. If the City is no longer a participant in the Brevard County HOME Consortium when the Program Income or Recaptured Funds are received, the proceeds shall be deposited in the Brevard County HOME Consortium Trust Fund and distributed proportionally among the remaining members of the Consortium; or in accordance with HOME Program regulations in place at that time.

SECTION VII. UNIFORM ADMINISTRATION REQUIREMENTS: The City shall comply with applicable uniform administrative requirements, as described in 24 CFR 92.505.

SECTION VIII. COMPLIANCE RULES, REGULATIONS AND LAWS: During the performance of this Contract, the City and County agree to comply with all applicable laws, rules, regulations and orders of their successors listed below which by reference are incorporated and made a part hereof. The City and County further agree to abide by all other applicable laws, rules, regulations and orders which are not referred to in this Contract under the HOME Program regulations.

SECTION IX. AFFIRMATIVE MARKETING POLICY: The City shall comply with the requirements of 24 CR 92.351. In the event the City does not have a policy in place, the County's Affirmative Marketing Policy attached hereto as Exhibit A shall be followed as it relates to marketing projects to income eligible households.

SECTION X. CONFLICT OF INTEREST: The City shall comply with the requirements of 24 CFR 92.356 relative to the Conflict of Interest provisions. The City, its officers, employees, agents, or consultants who exercise or have exercised any functions or responsibilities with respect to the project or who are in a position to participate in a decision making process or gain inside information with regard to any project, shall not obtain a financial interest or benefit from the project, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. The City, its officers, employees, agents, or consultants shall not occupy any HOME Program assisted unit provided for under this Contract. Any possible conflicting interest on the part of The City, its employees, or agents, shall be disclosed in writing to the County.

A. No employee, officer, agent of the City, or its sub-recipients shall participate in the selection, award, or administration of a contract supported by the HOME Program if a Conflict of Interest, either real or apparent, would be involved;

B. The City or sub-recipient employees, officers, and agents shall not accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements; and

C. Conflict of Interest violations will be subject to the terms of Section XX. Enforcement (Suspension/Termination).

SECTION XI. OTHER APPLICABLE LAWS, RULES AND REGULATIONS:

1. 24 CFR Part 92, as amended – The regulations governing the expenditure of HOME Investment Partnerships Program funds.

2. 24 CFR Part 58 – The regulations prescribing the Environmental Review procedure, including laws and procedures incorporated by reference.

3. National Flood Insurance Act of 1968.

4. 24 CFR Part 1 – The regulations promulgated pursuant to Title VI of the 1984 Civil Rights Act.

5. 24 CFR Part 107 – The regulations issued pursuant to Executive Orders 11063 which prohibits discrimination and promotes equal opportunity in housing.

6. Executive Order 11246 (and Revised Order Number 4), as amended by Executive Orders 11375 and 12086 – which establishes hiring goals for minorities and women on projects assisted with federal funds.

7. Title VII of the 1964 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 – which prohibits discrimination in employment.

8. 24 CFR Part 135 – Regulations outlining requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.

9. Age Discrimination Act of 1973.

10. 24 CFR Part 130 – Regulations which prohibit discrimination in employment in federally assisted construction contracts.

11. Contract Work – Hours and Safety Standards Act – where applicable.

12. Lead Based Paint Poisoning Prevention Act.

13. Section 504 of the Rehabilitation Act of 1973, as amended.

14. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

15. 29 CFR Parts 5 – Regulations which prescribe the payment of prevailing wages on federally assisted projects as mandated by the Davis-Bacon Act, where applicable.

16. Executive Order 11914 – Prohibits discrimination with respect to the handicapped in federally assisted projects.

17. Copeland Anti-Kickback Act.

18. 2 CFR, Part 200 which identifies allowable administrative costs and administrative requirements.

19. Florida Statutes, Chapter 112, Part III, code of Ethics for Public Officers and Employees.

20. Public Law 100-430 – The Fair Housing Amendments Act of 1988.

21. Section 109 of Public Law 100-202 – which restricts the awarding of public works contracts to firms from foreign countries with unfair trade practices.

22. HUD – required reports, circulars, and procedures.

23. 24 CFR Part 85 – the "common rule" containing fiscal and administrative requirements for grantees and sub-recipients which are local governments. This includes 2 CFR, Part 200.

24. 24 CFR Part 92.257 – concerning religious organizations, as applicable.

25. Section 92.504 – minimum standards of written contracts, as applicable. Including all project requirements, type of projects to be assisted, property standards, rents and recapture/resale provisions.

SECTION XII. FUND DISBURSEMENTS: The City shall not request reimbursement of HOME Program funds under this Contract until the funds are needed for the re-payment of eligible costs as described in 24 CFR 92.205. The requested amount shall not exceed the amount needed. Program income, interest earned, or loan repayments, hereinafter collectively referred to as ("recapture monies") as defined in 24 CFR 92.503 derived from any projects set forth in this Contract shall be accounted for by the City. Program Income received by the City from HOME Program eligible activities shall be deducted from HOME Program draw request (Exhibit F and G) submitted by the City for eligible costs. The remaining balance of eligible costs shall be requested from the County on the HOME Program draw request (Exhibit F and G). HOME Program draw requests shall be submitted at least quarterly with supporting documentation (i.e. invoices for all requested disbursements; excluding administration). The final draw request shall be submitted no later than October 10, 2021.

SECTION XIII. REIMBURSEMENT:

A. This Contract and all rights and duties designated herein are contingent upon the release of HOME Program funds by HUD. Up to the limits of SECTION V. hereof, Brevard County shall reimburse the City for the services described in SECTION III., pending the City's commitment of HOME Program funds. All such work shall be performed by the City in accordance with applicable requirements of HUD and with all requirements of this Contract. Reimbursement shall be contingent thereupon.

1. Only Approved Activities, which have been set up in accordance with HUD established procedures, shall be reimbursed by the County.

2. The City shall be reimbursed by the County for allowable costs, in accordance with 24 CFR Part 92 and in accordance with SECTION V. of this Contract.

3. The City shall submit to the County during the performance hereof the following:

    1. A cumulative expenditure statement of all costs of the project(s), program income and recaptured funds, for the period from commencement through the end of the report period for which the reimbursement is being requested;
    2. This information shall be submitted in a format which meets the County's requirements for documentation used during audits and monitoring visits. Forms provided by the County shall be used when requested. Each request shall contain a cover sheet substantially equivalent to the *Payment Request Forms* attached as Exhibit F and Exhibit G.
4. Upon receipt of the above enumerated acceptable documentation, County shall initiate the reimbursement process. Upon determination by the HOME Administrator that the services or material have been invoiced pursuant to the terms of this Contract, the HOME Administrator shall authorize the County Finance Department to make payment to the City in the amount it determines to be payable.

5. In the event a question or dispute arises regarding a request for reimbursement, the County shall withhold payment to the City for only that part of an invoice in dispute.

6. Pursuant to Section 218.74, Florida Statutes, the County Finance Department shall issue payment within 45 days after receipt of an acceptable invoice, and approval by the Housing and Human Services Department accepting the goods and/or services provided in accordance with the terms and conditions of this Contract.

7. If a payment request is disputed, the City shall provide adequate documentation within ten business days from receipt of a request which details the disputed charges.

8. Payment requests shall be made no less than quarterly, with the final draw for the federal fiscal year submitted no later than October 10, 2021. Payment requests submitted later than October 10, 2021 shall be credited to the following fiscal year.

B. The City shall take financial responsibility for any and all funds expended by the City on ineligible HOME Program activities, and shall reimburse the U.S. Department of Housing and Urban Development as mandated. The County shall take financial responsibility for any and all funds expended by the County on ineligible HOME Program activities.

SECTION XIV. RECAPTURE: In the event of noncompliance of this Contract, recapture of all or part of the allocation may be administered by the County. Any recaptured funds shall be utilized on eligible HOME Program activities within the County or another City within the Consortium. The City understands that HOME Program Community Housing Development Organization funds shall be reduced or recaptured by the federal government if not encumbered and/or expended as outlined under 24 CFR 92.500(d) and further detailed under Section V. Use of Funds.

SECTION XV. RECORDS AND REPORTS: Reimbursement is contingent upon the receipt and satisfactory evaluation by the Lead Entity, of the following reports:

A. **Project Set-Up Report**: The City shall initiate each proposed HOME Program activity by completing a Set-Up Report as required by HUD. The Set-Up Report shall be retained by the City and a copy submitted to the County with the initial reimbursement request.

B. **Reimbursement/Expenditure Report**: The City shall submit reimbursement requests along with an expenditure statement as outlined in SECTION XIII. of this Contract.

C. **Quarterly Progress Report**: The City shall complete and submit to the County Exhibit E, by the 15th day of January, April, July and October 2021.

D. **Project Completion Report**: At the time a project has been completed, the City shall complete a Project Completion Report and Quarterly Progress Report, within 120 days of the final draw down request for the project. The Completion Report shall be

retained by the City and a copy may be submitted to the County with the final reimbursement request.

E. **Substantial Amendments**: The City shall confirm the necessity of a substantial amendment with the County. If necessary, the City shall complete all applicable advertisement(s) and hearing(s). The City shall forward the substantial amendment documentation to the County for submission to the United Stated Department of Housing and Urban Development.

SECTION XVI. AUDITS AND INSPECTIONS: All records and contracts of whatever nature required by this Contract shall be available for audit, inspection or copying at any time during normal business hours and as often as the Lead Entity, the Consortium, HUD or Comptroller General of the United States, or other federal agency may deem necessary. Brevard County shall have the right to obtain and inspect any audit pertaining to the performance of this Contract made by any local, state or federal agency. The HOME Consortium shall have the right to inspect any of the County's records of whatever nature required by this Contract any time during normal business hours. The City shall retain all of its records and supporting documentation applicable to this Contract for five years after either the resolution of the final audit or the United Stated Department of Housing and Urban Development approval of the Close-out Report, whichever is later.

SECTION XVII. MONITORING: 2 CFR 200.93 defines a sub-recipient as a non-federal entity that receives a sub-award from a pass-through entity to carry out part of a Federal program. The City is required to monitor each sub-recipient to ensure that sub-awards are used for authorized purposes in compliance with Federal statutes, regulations, and the terms and conditions of the sub-award; and that sub-award performance goals are achieved. The City shall adhere to their existing monitoring policy which shall include the monitoring of sub-recipients annually throughout the affordability period. If applicable, updates should be provided to the County annually. Failure to monitor or insufficient sub-recipient monitoring may result in a finding of non-compliance. The lead entity will be required to monitor the project throughout its affordability period.

SECTION XVIII. SUBCONTRACTS: All contracts entered into by the City to carry out approved HOME Program activities shall be made in accordance with all applicable laws, rules and regulations stipulated in this Contract. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each Section set forth in this Contract. The City must notify the County before they enter into an agreement with a sub-recipient, and the County must approve the Memorandum of Understanding before execution. Joint projects must be advertised and made available to all jurisdictions involved.

SECTION XIX. NON-ASSIGNABILITY: The City may not assign this Contract without prior written consent of the County.

SECTION XX. ENFORCEMENT (SUSPENSION/TERMINATION):

A. In accordance with 24 CFR 85.43, suspension or termination may occur if the City materially fails to comply with any term of this Contract.

1. The City hereby agrees that the following events constitute a material failure sufficient to warrant suspension of payments:

a. Improper use of HOME Program funds;

b. Failure to commit or expend HOME Program funds according to this Contract (without written consent);

c. Failure to comply with the work, Program or terms of this Contract; specifically, the Approved Activities indicated in the Consolidated Plan and Annual Action Plan;

d. Failure to submit reports as required, including a favorable audit report, as well as documentation to complete HUD required reports, and

e. Intentional submittal of incorrect or incomplete reports in any material respect.

2. This Contract may also be terminated for convenience in accordance with 24 CFR 85.44, which provides for termination for mutual convenience or partial termination for specified reasons.

B. If payments are withheld, the Lead Entity shall specify in writing, the actions that shall be taken by the City as a condition precedent to resumption of payments provided that such notification shall specify a reasonable date not to exceed 20 days for compliance.

SECTION XXI. INDEMNIFICATION: The City, to the extent allowed by law, shall at all times hereafter indemnify and hold harmless, the County, Brevard County HOME Consortium, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind including court costs, attorney's fees and expenses, occurring or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Contract, except that the City shall not incur any liability for the negligence of the other parties named in this Section. Neither the County nor the City shall incur any liability for the negligence of the other.

The foregoing indemnification does not waive any defense of sovereign immunity and shall not waive the damage limits set forth in Section 768.28, Florida Statutes, nor shall it be construed to constitute an agreement by any party to indemnify any other party for such other party's negligent, willful, or intentional acts or omissions.

SECTION XXII. INSURANCE: The City shall insure that either its insurance coverage or self-insurance program or the insurance coverage of its contracted agents is adequate and sufficient to cover the activities performed under this Contract, as the case may be as to the particular actions undertaken.

SECTION XXIII. PROJECT PUBLICITY: Any news release, project sign, or other type of publicity pertaining to the project as stated herein, shall recognize the funding provided by HOME Program funds. The parties shall conduct affirmative marketing in accordance with 24 CFR Part 92.351.

SECTION XXIV. AMENDMENTS: This Contract may be amended through completion of an Amendment to Disbursement Contract form. The City shall be required to handle any amendment/adjustment according to their City policies, but shall acknowledge and accept execution of this document by the authorized County staff person.

SECTION XXV. NOTICES: Formal notices under the terms of this Contract shall be sent, by U.S. mail, as follows:

Brevard County:
Ian Golden, Director
Housing and Human Services Department
2725 Judge Fran Jamieson Way, Bldg. B
Viera, Florida 32940

City of Cocoa:
Stockton Whitten
City Manager
65 Stone Street
Cocoa, Florida 32922

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have set their hand and seal the day and date first above written.

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

_____
Frank Abbate, County Manager
(As approved by the Board on, _____).

Reviewed for legal form and content:

Robin Rogers 3/19/2021
_____
Robin Rogers, Assistant County Attorney

CITY OF COCOA

_____
Michael C. Blake, Mayor
(As approved by the Council on _____,2021.)

STATE OF FLORIDA
COUNTY OF BREVARD

ON THIS DAY personally appeared, by means of_____ physical presence or _____ online notarization, Michael C. Blake, known to me to be the person described in and who executed the foregoing instrument as the Mayor of the City of Cocoa, Florida for its act and deed, for the uses and purposes therein expressed.

NOTARY SEAL

_____
Notary Public - State of Florida

_____
My Commission Expires

Reviewed for legal form and content:

_____
Anthony A. Garganese, City Attorney

EXHIBIT A
AFFIRMATIVE MARKETING POLICY

The HOME Consortium will use affirmative housing marketing practices in soliciting owners/renters, determining eligibility and concluding all transactions. The Consortium members shall further affirmative marketing and fair housing in accordance with 24 CFR Part 92.351. Rental and HOME Program buyer projects containing five or more HOME Program assisted units shall comply with the Affirmative Marketing Policy described below.

1. The Consortium will require the owner to solicit applications for vacant units from persons in the housing market who are least likely to apply for the rehabilitated housing without benefit of special outreach efforts. In general, persons who are not of the race/ethnicity of the residents of the neighborhoods in which the rehabilitated building is located shall be considered those least likely to apply.

2. Owner's advertising vacant units shall include the equal housing opportunity logo or statement. Advertising media shall include contacting the newspapers, radio, television, brochures, leaflets, and/or include a sign in a window. In an effort to reach applicants least likely to apply, the owner may also use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.

3. The owner shall maintain a file containing all affirmative marketing efforts (i.e. copies of newspaper ads, memos of phone calls, copies of letters, etc.) to be available for inspection at least annually by the HOME Consortium.

4. The owner shall maintain a listing of all tenants residing in each unit at the time of the application submittal through the end of the affordability period.

5. The participating entity shall provide the HOME Consortium with an annual assessment of the affirmative marketing program of the development. The assessment shall include:

   a. Method used to inform the public and potential tenants about federal fair housing laws and affirmative marketing policy (i.e. the use of Equal Housing Opportunity logo type or slogan in print advertising);

   b. Method used to inform and solicit applications from persons in the housing market area who are not likely to apply without special outreach (i.e., use of community organizations, places of worship, employment centers, etc.); and

   c. Records describing actions taken by the participating entity and/or owner to affirmatively market units and records to assess the results of these actions.

6. The HOME Consortium will assess the affirmative marketing efforts of the owner by comparing predetermined occupancy goals to actual occupancy data that the owner is required to

maintain. Outreach efforts on the part of the owner will also be evaluated by reviewing marketing efforts.

7. The HOME Consortium will assess the efforts of the owners receiving loans during the rent-up and marketing of the units by use of a compliance certification or personal monitoring visits to the project at least annually.

8. Where an owner fails to follow the affirmative marketing requirements, corrective actions shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions which the HOME Consortium may deem necessary, up to and including the full repayment of the loan.

EXHIBIT B
BUDGET Fiscal Year 2020-2021

ACTIVITY	CURRENT ALLOCATION	CARRY FORWARD AMOUNT	TOTAL
Program Administration	$6,342.53	$11,490.59	$17,833.12
Community Housing Development Organization	$12,804.56	$100,937.82	$113,742.38
First Time Homebuyer	$64,022.82	$355,759.71	$419,782.53
Total HOME Funded Projects	**$83,169.91**	**$468,188.12**	**$551,358.03**

This Budget includes the City of Cocoa's Fiscal Year 20/21 HOME Program allocation of $83,169.91, $192,910.20 carry-forward funds and $275,277.92 program income as of September 30, 2020. Any program income received throughout the year will be utilized in accordance with Section VI. Program Income, for a total of $551,358.03.

EXHIBIT C
ENCUMBRANCE SCHEDULE

ACTIVITY	Beginning Balance	1st Quarter Goal	2nd Quarter Goal	3rd Quarter Goal	4th Quarter Goal	Remaining Balance
HOME Admin	$17,833.12	$4,458.28	$4,458.28	$4,458.28	$4,458.28	$0
Community Housing Development Organization Set- Aside	$113,742.38	$28,435.60	$28,435.60	$28,435.60	$28,435.58	$0
First Time Homebuyer	$419,782.53	$104,945.63	$104,945.63	$104,945.63	$104,945.64	$0

The encumbrance schedule is not based on total funding, but an estimated amount of funds to be encumbered this fiscal year.

EXHIBIT D
EXPENDITURE SCHEDULE

ACTIVITY	Beginning Balance	1nd Quarter Goal	2nd Quarter Goal	3rd Quarter Goal	4th Quarter Goal	Remaining Balance
HOME Admin	$17,833.12	$4,458.28	$4,458.28	$4,458.28	$4,458.28	$0
Community Housing Development Organization Set- Aside	$113,742.38	$28,435.60	$28,435.60	$28,435.60	$28,435.58	$0
First Time Homebuyer	$419,782.53	$104,945.63	$104,945.63	$104,945.63	$104,945.64	$0

The expenditure schedule is not based on total funding, but estimated amount of funds to be expended this fiscal year.

EXHIBIT E
QUARTERLY PROGRESS REPORT

Period Covered: _____ to _____
Date Submitted: _____

A. Project Information

Agency: City of Cocoa
Person Preparing the Report: _____

B. Project Cost

Activity	Estimated Expenditure	Actual Expenditure	% Expended	% Project Completion	Compliant with Encumbrance Schedule (Y/N)	Compliant with Expenditure Schedule (Y/N)

***If non-compliant with Encumbrance Schedule or Expenditure Schedule, please provide an explanation for corrective action.**

C. Program Income (Attach your current program income log).

Program Income/Recapture: _____
Source of Program Income/Recapture: _____

D. Describe success or problems with meeting Goals (Attach Additional Sheets if Necessary):

_____

_____

E. Please specify total number of persons or households (as applicable) assisted/served this quarter.

Households	Persons	Low to Moderate Income	Low Income	White/Non-Hispanic	American Indian or Alaskan Native	Hispanic	Asian Pacific Islander	Female Headed Household

EXHIBIT F
HOME PROGRAM REIMBURSEMENT REQUEST

City of Cocoa

Date: _____

Request #: _____

Attached is documentation for _____ request number _____ for the reimbursement of HOME Program Expenditures described below:

Administrative Expenses:

YEAR	ACTIVITY	ACTIVITY DESCRIPTION	TOTAL AMOUNT EXPENDED	REIMBURSEMENT DUE FROM THE COUNTY

Please provide a copy of the signed contract for each new subrecipient agreement.

_____
Signature/Date

EXHIBIT G
HOME DRAW REQUEST

City of Cocoa

Date: _____

Request #: _____

HUD Activity Year	HUD Activity Number	Activity Description	Activity Address	Revised Activity Funding Amount	Activity Total of Prior Draw	Activity Balance	Final Draw Y/N	IDIS Adjustment Requirement	Program Income Used	Comments

EXHIBIT H
PROGRAM INCOME LOG

Period Covered: _____

Agency Name: _____

Balance Forward: _____

Date Received	Date Deposited	Amount Received	Amount Used	Amount Available

_____ _____

Signature **Date**

RESOLUTION NO. 2021-030

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2021; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2020, and ending on September 30, 2021, at a Regular meeting held on September 23, 2020; and

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

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

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

SECTION 1. The 2020-2021 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 13th day of April, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2021 - 21-067-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3200 | DATE PREPARED: 03/26/21

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 21,926)	104-0000-389.99-10		Cash Carry Forward	$ 310,279	$ 310,279	$ 288,353	$ 0
($ 260,000)	104-0000-389.99-50		Fund Balance Reserves	$ 0	$ 260,000	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 281,926)	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 21,926)	104-3240-554.83-00		Other Grants & Aids	$ 565,338	$ 825,338	$ 803,412	$ 565,338
($ 260,000)	104-3240-554.83-00		Other Grants & Aids	$ 565,338	$ 803,412	$ 543,412	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 281,926)	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The City of Cocoa, in partnership with Brevard County and the cities of Melbourne, Palm Bay and Titusville receives HOME Investment Partnership funds through a consortium, called the Brevard County HOME Consortium. The allocation amount of determined by the US Department of Housing and Urban Development (HUD). This budget amendment is decreasing the HOME Grant carry forward amount to match the HOME Disbursement Agreement. In addition, this Fund was provided $260,000 for an open PO During the PO Roll in November (BAF#21-033-A), however it was also re-budgeted and included in the FY2021 Adopted Budget. The $260,000 entry is to reverse that budget amendment. Agenda Item 21-265.

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 04/13/21 *RESOLUTION #:*

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

3/29/21	Ibis Berardi — Digitally signed by Ibis Berardi Date: 2021.03.29 08:29:51 -04'00'	3/29/21	Colleen Campbell — Digitally signed by Colleen Campbell Date: 2021.03.29 10:54:13 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
3/29/21	Nancy Bunt — Digitally signed by Nancy Bunt Date: 2021.03.29 10:18:27 -04'00'	3/30/21	Lora Howell — Digitally signed by Lora Howell Date: 2021.03.30 09:25:47 -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 #:	21-268	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	3/26/2021			**In control:**	City Council
On agenda:	4/13/2021			**Final action:**	
Title:	Approve the Third Addendum to the Binding Development Agreement between the City of Cocoa, Florida and The Cocoa Grand, LLC. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Third Addendum to 2075 W King Street Development Agreement(3128955.6).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 26, 2021
Agenda Date: April 13, 2021
Prepared By: Nancy A. Bunt, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve the Third Addendum to the Binding Development Agreement between the City of Cocoa, Florida and The Cocoa Grand, LLC.

BACKGROUND:

On March 14, 2019, City Council approved an Addendum to the Binding Development Agreement between the City of Cocoa, Florida and 2075 W. King Street Land Trust as the developer of the project known as the Cocoa Grand apartments. The addendum allowed the developer to construct up to 312 apartment units along with a clubhouse, car wash and other amenities. Additionally, the project was subject to certain conditions.

On March 17, 2020, City Council approved a Second Addendum to the Binding Development Agreement between the City of Cocoa, Florida and The Cocoa Grand, LLC as the successors of the original development agreement. That addendum revised the timeline for the agreement and extended the time by which the developer is required to receive site plan approval to nine months from the effective date.

The Developer has since moved forward with the project in compliance with the timeline and conditions of the agreement and on September 2, 2020 the site plan was heard and approved by the Planning & Zoning Board with conditions. During the PZ Board meeting, discussion was held regarding the proposed height of the majority of the apartment buildings. The zoning district regulations limit building height to 35 feet as measured from the finished grade to the highest peak of

the roof. The site plan and supporting elevations show that buildings 2 through 10, 13 and 14 will all be 47 feet in height. Staff explained that the livable portion of the buildings would all be under the 35 foot limit and that the extended height is a result of a steeper roof pitch than the code allows.

The result of the above discussion was that staff proposed, and the PZ Board approved, the following condition to the site plan:

1. No building permits shall be issued for any building on this site with a height measured from finished grade to top of highest roof peak that is greater than thirty-five (35) feet unless or until a Modification to the Development Agreement allowing greater height is approved by City Council.

Since the approval of the site plan in September 2020 with the above condition, City Council approved Ordinance 16-2020 on October 27, 2020. This ordinance changed the definition of building height to:

The vertical dimension of a structure as measured from the established average sidewalk or street grade or finished grade at the building line, whichever is the highest, to (a) the highest point of a flat roof; (b) the deck line of a mansard roof, the peak of gable, hip or gambrel roofs; or (d) the highest ceiling point of heated and/or air-conditioned habitable space in a building with residential uses on the top floor. Stair and elevator access to a roof deck shall not be considered habitable space.

The Developer had the option to go through the site plan approval process again thereby removing the condition since Ordinance 16-2020 was adopted or seek a Modification to the Development Agreement allowing greater height. The Developer chose to seek a Modification to the Development Agreement to allow for an increase in the maximum building height. Initially, the Developer proposed enhanced landscaping along SR520. However, in further discussions with staff the Developer is proposing to donate 35.761 +/- acres of conservation area to the city (Exhibit A-1). The conservation area, which is primarily wetlands will be used for stormwater and flood plain compensation

STRATEGIC PLAN CONNECTION:

The proposed Addendum to the Binding Development Agreement is consistent with the Strategic Plan issues, goals, and objectives related to Physical Image.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board heard discussion on this item at its regular meeting on September 2, 2020 and approved a Large Scale Site Plan for the project with the condition of approval of this item.

RECOMMENDED MOTION:

Approve the Third Addendum to the Binding Development Agreement between the City of Cocoa, Florida and The Cocoa Grand, LLC.

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Anthony A. Garganese
City Attorney of Cocoa
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802
(407) 425-9566

FOR RECORDING DEPARTMENT USE ONLY

CITY OF COCOA

THIRD ADDENDUM TO BINDING DEVELOPMENT AGREEMENT

THIS THIRD ADDENDUM TO BINDING DEVELOPMENT AGREEMENT ("**Third Addendum**") is made and executed this _____ day of _____, 2021, by and between the **CITY OF COCOA**, a Florida Municipal Corporation ("**City**"), whose address is 65 Stone Street, Cocoa, Florida 32922 and **THE COCOA GRAND, LLC,** a Florida limited liability company ("**Developer**"), whose address is P.O. Box 518, Phenix City, Alabama 36868.

WITNESSETH:

WHEREAS, Developer owns property south of SR 520 in the City of Cocoa, Brevard County, Florida, with Tax Parcel ID 24-36-31-00-265, more particularly and legally described in **Exhibit A** and generally depicted and shown on **Exhibit A-1** as "Remaining Area, 95.314+/- Acres" ("Remaining Property") and "Conservation Area, 35.761+/-" both attached hereto and incorporated herein by this reference (collectively the "**Property**"); and

WHEREAS, Developer's predecessor in title and the City entered into a Binding Development Agreement on October 17, 2017, which was recorded in the Public Records of Brevard County, Book 8013, Page 2889 on October 27, 2017 (the "**Agreement**"), governing the future development of the Property; and

WHEREAS, Developer's predecessor in title and the City entered into an Addendum to the Binding Development Agreement on March 14, 2019, which was recorded in the Public Records of Brevard County, Book 8391, Page 1106 on March 18, 2019 (the "**Addendum**"), which significantly altered the substance of the Agreement and provided for the development of the Property into a multi-family apartment facility with up to 312 apartment units, with a clubhouse, a car wash, and other buildings necessary to serve the project (the "**Project**"); and

WHEREAS, the City also entered into a Second Addendum to the Binding Development Agreement with the Developer on March 17, 2020, which was recorded in the Public Records of Brevard County, Book 8703, Page 960 (the "**Second Addendum**") (the Agreement, the Addendum and the Second Addendum are herein collectively referred to as the "**Agreement**") to extend applicable development deadlines and to further allow for certain tree removal activities; and

WHEREAS, the City and Developer now desire to enter into this Third Addendum to the Binding Development Agreement to allow for an increase in the maximum building height for the Project, which would allow for a more attractive, peaked roof style rather than a flat roof, to require certain conveyances of wetland property to the City, and to agree to other matters as herein provided; and

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

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

2.0 Section 2 of the Addendum Amended. Section 2.b. of the Addendum, shall be amended as follows:

b. The apartment buildings in the Project, which are Buildings 2-10, 13 and 14 as identified on the site plan, shall not exceed forty-eight (48) feet in height. All other buildings shall not exceed thirty-five (35) feet in height.

3.0 New Section 27 of the Agreement. A new Section 27 shall be added to the Agreement, which requires conveyance of a certain portion of the Property, as follows:

"27. The Developer agrees to convey to the City a certain portion of the Property prior to receiving the certificate of occupancy for the final residential apartment building (the 13th apartment building), free of charge and free and clear of all liens, mortgages, unpaid taxes, and other encumbrances that are not deemed by the City to be permitted exceptions and that will interfere with the City's intended purpose and use for the land. The portion of the Property to be conveyed to the City is described and depicted as "Conservation Area, 35.761+/- Acres" on the sketch and legal description attached hereto as **Exhibit C**[1] (the "**Conveyance Property**" or "**Conservation Area" or "Conservation Property"**). The Conveyance Property consists primarily of wetlands. The Developer shall be entitled to, and does hereby reserve, easements for floodplain compensation, fencing and stormwater as further described in this Agreement (collectively "Easements"). In order to initiate the conveyance, the Developer shall provide the City with a written notice requesting the City to accept conveyance of the Conveyance Property which shall be accompanied by a boundary survey, prepared by a duly registered and professional surveyor, of the Conveyance Property prior to receiving said final certificate of occupancy ("**Written Notice**")."

[1] Exhibit B is intentionally omitted.

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

4.0 Wetlands Credit. City acknowledges and agrees that Developer has purchased wetlands credits in connection with the Conveyance Property ("**Credits**"), specifically related to the 60-foot flag of the Conveyance Property extending to the State Road 520 right-of-way. The Developer represents and warrants to the City that the wetland credits were purchased because the Developer intended to locate and install utilities in the area of the 60-foot flag to serve the Project, but the Developer has applied for a minor site plan amendment to now locate the utilities along the access road for the Project. The City agrees that Developer shall have a right to make application to have said Credits applied to other property of the Developer. City agrees to cooperate with Developer in transferring said Credits, including, without limitation, the execution and delivery of any necessary agreements and documents in form acceptable to the City provided, however, the cost of said transfer shall be borne by the Developer.

5.0 Reservation of Stormwater, Floodplain Compensation, and Fence Maintenance Easements. Developer shall convey the Conservation Property to the City subject

to, and Developer does hereby reserve for the benefit of the Remaining Property, as generally shown on **Exhibit A**-1 and more particularly described on **Exhibit D**, the following easements:

(a) A "Stormwater Easement" described as follows:

(i) A perpetual, non-exclusive easement on, over and across the Conservation Property for stormwater runoff and drainage from the Remaining Property over and across the Conservation Property including without limitation, the natural flow of surface water and the flow of stormwater through stormwater pipes, inlets, grates, junction boxes and related facilities (collectively "**Stormwater Facilities**") located, or to be located, on or within the Conservation Property as shown and described on those certain civil plans or drawings entitled "_____," dated _____ _____, 20___, prepared by Morgan & Associates Consulting Engineers, Inc. and approved by the City on _____ ___, 20___ (the "**Plans**") and as installed in the future should the northern portion of the Remaining Property be developed separately from the Project in accordance with the terms of this Agreement; and

(ii) The purpose of the foregoing easement is to control, direct and provide for stormwater and surface water runoff and drainage from the Remaining Property on, over and across the Conservation Property. The above-described Stormwater Easement and Stormwater Facilities which are located, or to be located, on or within the Conservation Property, shall be constructed or emplaced thereon by Developer in accordance with the Plans or as otherwise agreed to by the City if the same is not in accordance with the Plans. In order to place or construct Stormwater Facilities in any location or configuration not identified on the Plans, the Developer shall be required to obtain the written consent of the City's Public Works Director, who shall in good faith cooperate with Developer and establish a mutually acceptable location and/or configuration.

(b) A "Fencing Easement" described as follows:

A perpetual, non-exclusive easement on, over and across the Conservation Property for purposes of the Developer and its contractors, employees, agents, successors and assigns constructing, maintaining, repairing, inspecting, and replacing the fencing on the eastern boundary of the Remaining Property as shown on the Plans. The fence shall be constructed and installed solely on the Remaining Property, and the Fencing Easement shall be for the sole purpose of the construction, maintenance, inspection, repair and replacement of the fencing as shown on the Plans, such as painting, power washing, and mending.

(c) A "Floodplain Compensation Easement" described as follows:

(i) A perpetual, non-exclusive easement on, over and across the Conservation Property for purposes of constructing, reconstructing, installing, excavating, operating, maintaining, repairing, replacing and inspecting floodplain compensatory storage measures and facilities (**"Floodplain Compensation Facilities"**) necessary for the future development of the Remaining Property. In order to place or construct Floodplain

Compensation Facilities or to excavate the Conservation Property for purposes of floodplain compensatory storage, the Developer shall be required to obtain the written consent of the City's Public Works Director, who shall in good faith cooperate with Developer and establish a mutually acceptable location and scope of such work. Notwithstanding the foregoing, nothing herein shall be construed as preventing the City or other governmental agencies as authorized by the City from performing stormwater management projects or any other municipal or public projects designed to protect the health, safety and welfare of Cocoa and Brevard County citizens on or through the Conservation Property. To the extent that the Floodplain Compensation Facilities will interfere with such existing or planned projects, the consent of the City's Public Works Director may be withheld.

(ii) Under no circumstances shall the conveyance of the Conservation Property to the City be construed or interpreted as waiving or superseding the economic and environmental analysis required by the City's Comprehensive Plan to determine if floodplain compensation shall be excused or mandatory. However, nothing in this Agreement shall prohibit the Developer from requesting in any future development permit application process that the City consider either (1) the reasonable value of the Conservation Property conveyed to the City, or (2) the existence or plans for any public projects on the Conveyance Property, in such floodplain compensation analysis.

(d) In connection with the preceding paragraphs of this Section 5.0, in addition to any other easements granted herein (temporary or otherwise) and to ensure and allow that the construction, emplacement, use, maintenance, repair, replacement and enjoyment of the Easements and the Stormwater Facilities, Floodplain Compensation Facilities, and fencing, Developer, and its contractors, employees, agents, successors, assigns and successors-in-title shall have a perpetual easement on, over and across the Conservation Property for reasonable access to such Facilities as may be necessary or appropriate to ensure the proper construction, use, maintenance, repair, replacement and enjoyment of said Easements.

For all Easements reserved in this Section 5.0 for the Remaining Property, the following conditions shall apply.

(e) All costs and expenses associated with the initial construction and emplacement of any Developer constructed Stormwater or Floodplain Compensation Facilities shall be at the sole expense of the Developer, including wetland mitigation costs imposed by reviewing governmental agencies. Thereafter, the cost and expense of maintenance, repair and replacement of said Stormwater Facilities, Floodplain Compensation Facilities and fencing shall be the sole responsibility of the Developer and/or the Developer's successors, assigns and/or successors-in-title.

(f) The Developer and/or its successors and assigns shall be required to restore, or cause to be restored, the surface and subsurface of the Conservation Property to the condition said Property was in prior to the performance of any construction, reconstruction, replacement, maintenance or repair work except to the extent necessary to enjoy the Easements for their intended

purposes. Any such restoration shall be in a workman like manner acceptable to the City and shall be at the Developer's sole cost and expense.

Developer agrees to provide at least fifteen (15) days' written notice to City prior to performing any inspection, alteration, construction, reconstruction, improvement, replacement, maintenance or repair of Developer's Stormwater or Floodplain Compensation Facilities which may (1) involve heavy equipment or machinery; (2) involve the disturbance or excavation of the surface of the Conservation Property; or (3) interfere with City's use of the Conservation Property, except in an emergency in which life or property is in imminent danger of destruction or injury. Except in the case of such emergency, Developer shall be required to coordinate the timing, staging and specific location of the work to be performed and materials and equipment to be placed on the Conservation Property with the City's Public Works Department.

(g) The City shall continue to have all rights and privileges incident to the ownership of the fee simple interest in and to the Conservation Property which is not inconsistent with the Easements, rights and privileges herein granted.

(h) Developer agrees to indemnify, defend, and hold the City, its officers, elected officials, employees, agents, authorized contractors and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney's fees, resulting from the negligent, grossly negligent and/or intentional acts, errors or omissions of Developer, its agents or employees arising out of or in connection with the performance of this Agreement and use of the Conservation Property, except to the extent injuries and damages are caused by the negligence or intentional acts of the City. In the event any of Developer's employees bring an action against the City, arising out of, or in any way connected with, the Conservation Property, Developer agrees that it shall not assert immunity under Section 440.11, Florida Statutes, as a defense to any indemnity action or obligation asserted by the City in such circumstances hereunder.

The indemnification provided in this Section shall obligate the Developer to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City resulting from the negligent, grossly negligent and/or intentional acts, errors or omissions of Developer, its agents or employees, arising out of or in connection with the performance of this Agreement and the use of the Conservation Property which may result under this Agreement. In all events, the City shall be permitted to choose legal counsel of its sole choice, the reasonable fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are not greater than a rate deemed reasonable in Brevard County, Florida.

(i) To the extent permitted by law, City agrees to indemnify, defend and hold the Developer, its officers, members, managers, employees, agents, authorized contractors and volunteers harmless from any and all claims, injuries, damages, losses or suits, up to but not exceeding the limits set forth in Section 768.28, Florida Statutes, including attorney's fees, resulting from the negligent, grossly negligent and/or intentional acts, errors or omissions of City, its agents or employees arising out of or in connection with the performance of this Agreement and the use of the Conservation Property, except to the extent injuries and damages are caused by

the negligence or intentional acts of the Developer. Nothing in this Agreement shall alter the City's sovereign immunity established by Section 768.28, Florida Statutes.

The indemnification provided in this Section shall obligate the City to defend at its own expense or to provide for such defense, at the option of the Developer, as the case may be, of any and all claims of liability and all suits and actions of every nature and description that may be brought against the City, resulting from the negligent, grossly negligent and/or intentional acts, errors or omissions of City, its agents or employees, arising out of or in connection with the performance of this Agreement and the use of the Conservation Property. In all events, the Developer shall be permitted to choose legal counsel of its own choice, the reasonable fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are not greater than a rate deemed reasonable in Brevard County, Florida.

6.0 **Effective Date**. This Third Addendum shall become effective upon approval by the City Council and execution by both parties hereto.

7.0 **Recordation**. Upon full execution by both parties hereto, this Third Addendum shall be recorded in the public records of Brevard County, Florida, and shall run with the land.

8.0 **Miscellaneous.** All terms and conditions of the Agreement, Addendum, and Second Addendum which are not expressly and specifically modified by this Third Addendum, shall continue to remain in full force and effect, and the Agreement, as amended and modified hereby, shall be binding upon and shall benefit the City and Developer and their respective successors, assigns and successor in title, including without limitation, the rights, benefits and obligations under Sections 5.0(h) and 5.0(i) above. This Addendum may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one Agreement, and the signatures of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

9.0 **Time is of the Essence**. Time is of the essence of the Agreement and this Addendum.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

Signed, sealed and delivered in the presence of the following witnesses:

CITY OF COCOA

_____
Signature of Witness

By: _____
Michael C. Blake, Mayor

_____
Printed Name of Witness

Date: _____

_____
Signature of Witness

_____
Printed Name of Witness

CITY SEAL

ATTEST:

By: _____
Carie Shealy, Agency Clerk

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2021, by Michael C. Blake, the Mayor of the City of Cocoa, on behalf of the City, who is personally known to me or produced _____ _____ as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

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

Signed, sealed and delivered in the presence of the following witnesses:

THE COCOA GRAND, LLC

_____
Signature of Witness

By:_____

Print Name and Title: _____

_____
Printed Name of Witness

Date: _____

_____
Signature of Witness

_____
Printed Name of Witness

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2021, by_____, the _____of The Cocoa Grand, LLC, on behalf of the company, who is personally known to me or produced _____ _____ as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

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

EXHIBIT A
LEGAL DESCRIPTION

A parcel of land lying in Section 31, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

COMMENCING at the Northwest corner of the Northeast One-Quarter (1/4) of said Section 31, run South 00 degrees 25 minutes 48 seconds East along the West line of the Northeast One-Quarter (1/4) of said Section 31, a distance of 1739.32 feet to the South Right of Way line of State Road 520 and the POINT OF BEGINNING of the herein described parcel; thence continue South 00 degrees 25 minutes 48 seconds East along said West line a distance of 939.18 feet to the Northwest corner of the Southeast One-Quarter (1/4) of said Section 31; thence run North 89 degrees 07 minutes 50 seconds East along the North line of the Southeast One-Quarter (1/4) of said Section 31, a distance of 1341.81 feet to the Northeast corner of the Northwest One-Quarter (1/4) of the Southeast One-Quarter (1/4) of said Section 31; thence run South 00 degrees 10 minutes 04 seconds East along the East line of the Northwest One-Quarter (1/4) of the Southeast One-Quarter (1/4) of said Section 31, a distance of 1347.17 feet to the Southeast corner of the Northwest One-Quarter (1/4) of the Southeast One-Quarter (1/4) of said Section 31; thence run South 89 degrees 30 minutes 45 seconds West along the South line of the Northwest One-Quarter (1/4) of the Southeast One-Quarter (1/4) of said Section 31, a distance of 1335.61 feet to the Southeast corner of the North One-Half (1/2) of the Southwest One-Quarter (1/4) of said Section 31; thence run South 89 degrees 29 minutes 19 seconds West along the South line of the North One-Half (1/2) of the Southwest One-Quarter (1/4) of said Section 31, a distance of 1997.91 feet to Southwest corner of the East Three-Quarters (3/4) of the North One-Half (1/2) of the Southwest One-Quarter (1/4) of said Section 31; thence run North 00 degrees 01 minutes 46 seconds East along the West line of the East Three-Quarters (3/4) of the North One-Half (1/2) of the Southwest One-Quarter (1/4) of said Section 31, a distance of 1325.85 feet to the Northwest corner of the East Three-Quarters (3/4) of the North One-Half (1/2) of the Southwest One-Quarter (1/4) of said Section 31; thence run North 89 degrees 07 minutes 50 seconds East along the North line of the Southwest One-Quarter (1/4) of said Section 31, a distance of 662.45 feet to the Southwest corner of the Southeast One-Quarter (1/4) of the Northeast One-Quarter (1/4) of said Section 31; thence run North 00 degrees 07 minutes 27 seconds West along the West line of the Southeast One-Quarter (1/4) of the Northwest One-Quarter (1/4) of said Section 31, a distance of 963.81 feet to the South Right of Way line of said State Road 520; thence run South 89 degrees 48 minutes 09 seconds East along said South Right of Way line, a distance of 1319.79 feet to the POINT OF BEGINNING.

Being one in the same as:

Parcel 500: The East 3/4 of the North 1/2 of SW 1/4 of Section 31, Township 24 South, Range 36 East, Brevard County, Florida.

Parcel 751: The NW 1/4 of the SE 1/4 of Section 31, Township 24 South, Range 36 East, Brevard County, Florida.

Parcel 265: The SE 1/4 of the NW 1/4, South of State Road 520, in Section 31, Township 24 South, Range 36 East, Brevard County, Florida.

EXHIBIT A-1
PROPERTY

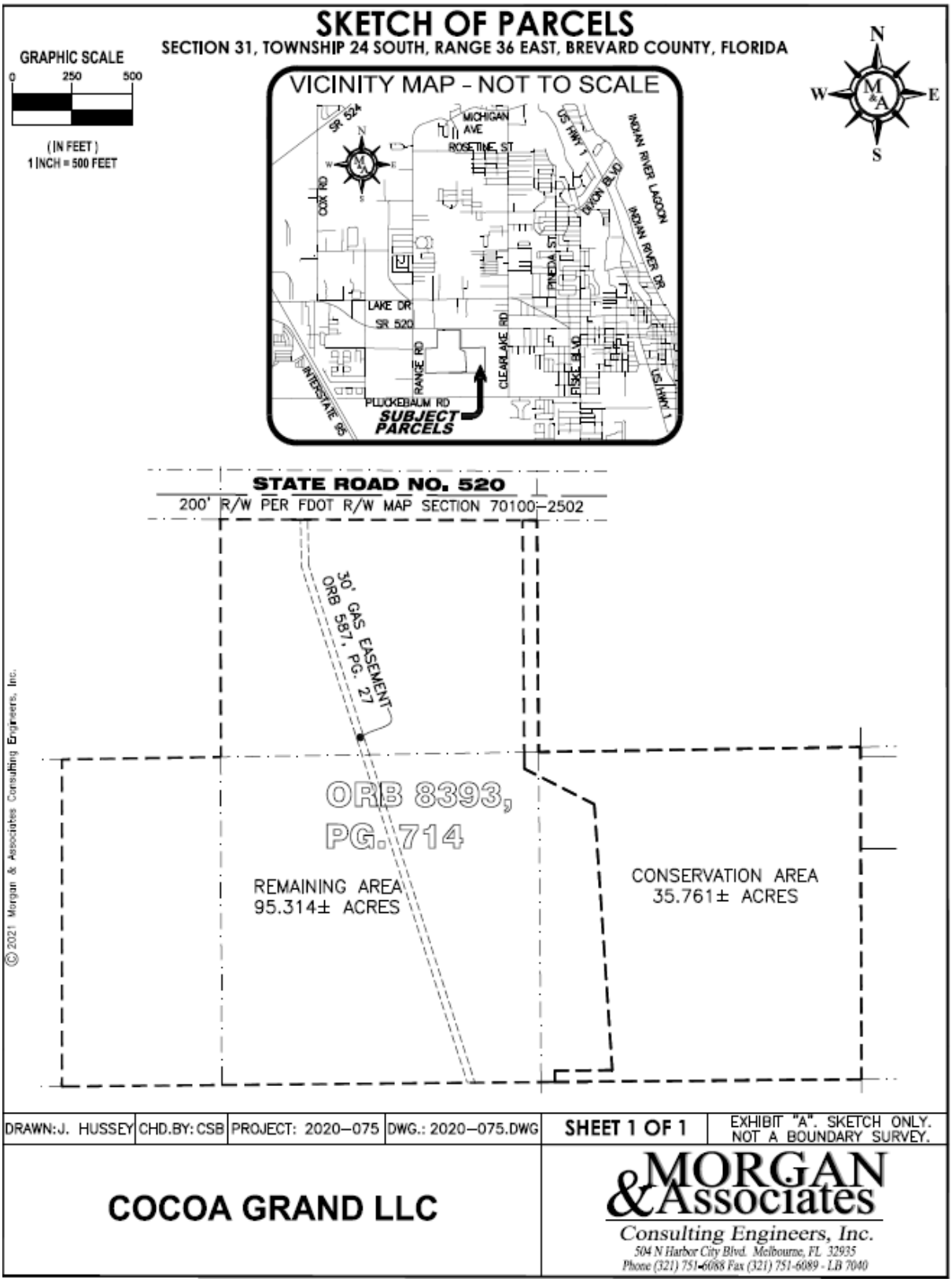
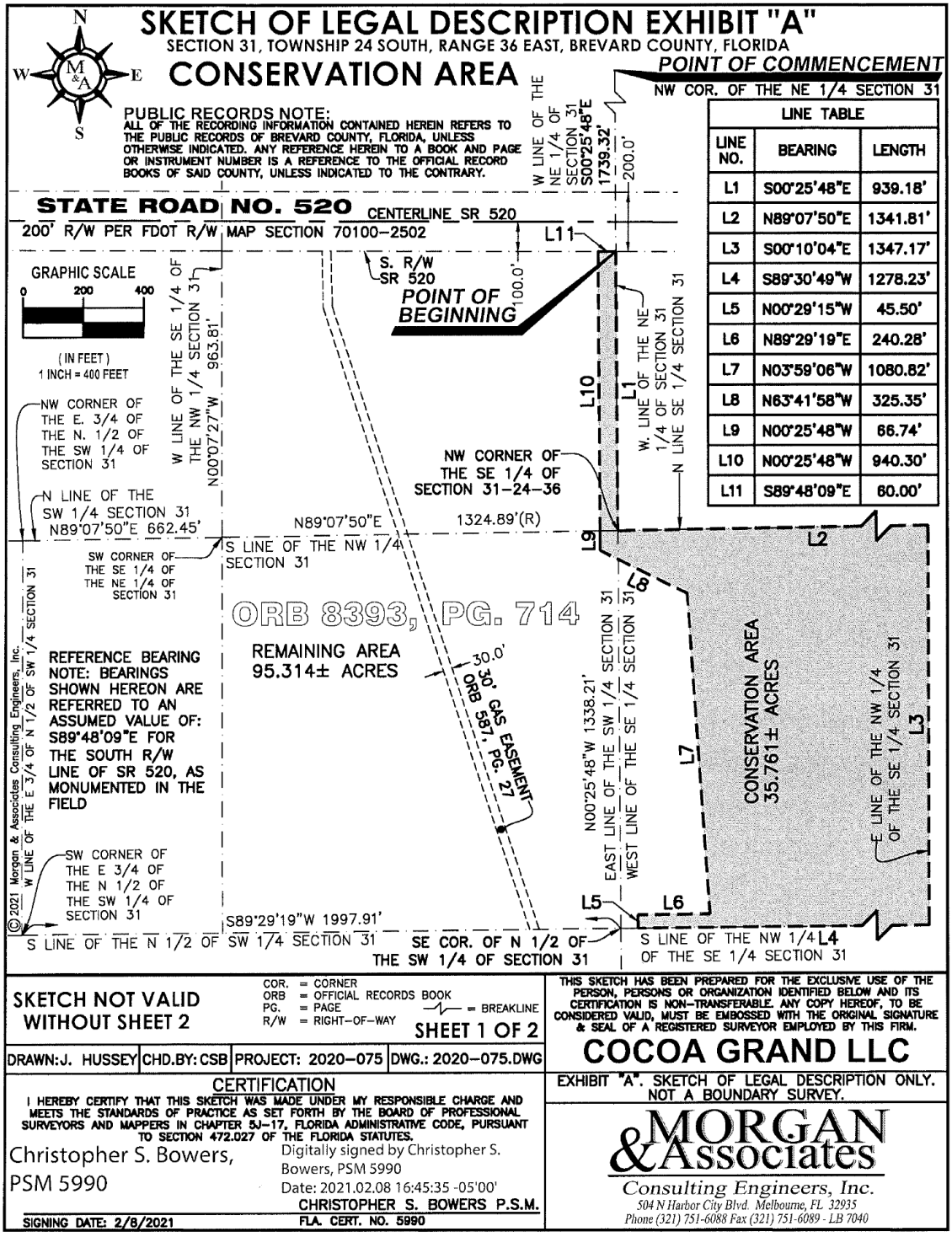


EXHIBIT C
CONVEYANCE PROPERTY



LEGAL DESCRIPTION EXHIBIT "A"

SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA

CONSERVATION AREA

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 31, RUN SOUTH 00 DEGREES 25 MINUTES 48 SECONDS EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 31, A DISTANCE OF 1739.32 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 520, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE CONTINUE S00°25'48"E ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 31 A DISTANCE OF 939.18 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 31;
THENCE DEPARTING SAID WEST LINE, RUN N89°07'50"E ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 31 A DISTANCE OF 1341.81 FEET TO A POINT LYING ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31;
THENCE S00°10'04"E ALONG SAID EAST LINE A DISTANCE OF 1347.17 FEET TO A POINT LYING ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31;
THENCE S89°30'49"W ALONG SAID SOUTH LINE A DISTANCE OF 1278.23 FEET;
THENCE DEPARTING SAID SOUTH LINE RUN N00°29'15"W A DISTANCE OF 45.50 FEET;
THENCE N89°29'19"E A DISTANCE OF 240.28 FEET;
THENCE N03°59'06"W A DISTANCE OF 1080.82 FEET;
THENCE N63°41'58"W A DISTANCE OF 325.35 FEET;
THENCE N00°25'48"W A DISTANCE OF 66.74 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 31;
THENCE CONTINUE N00°25'48"W A DISTANCE OF 940.30 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 520;
THENCE S89°48'09"E ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 60.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING: 1,557,758.14 SQUARE FEET, OR 35.761 ACRES, MORE OR LESS.

© 2021 Morgan & Associates Consulting Engineers, Inc.

SKETCH NOT VALID
WITHOUT SHEET 1

SHEET 2 OF 2

DRAWN:J. HUSSEY	CHD.BY: CSB	PROJECT: 2020-075	DWG.: 2020-075.DWG

THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED BELOW AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF, TO BE CONSIDERED VALID, MUST BE EMBOSSED WITH THE ORIGINAL SIGNATURE & SEAL OF A REGISTERED SURVEYOR EMPLOYED BY THIS FIRM.

COCOA GRAND LLC

EXHIBIT "A". SKETCH OF LEGAL DESCRIPTION ONLY. NOT A BOUNDARY SURVEY.

CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

Christopher S. Bowers, PSM 5990

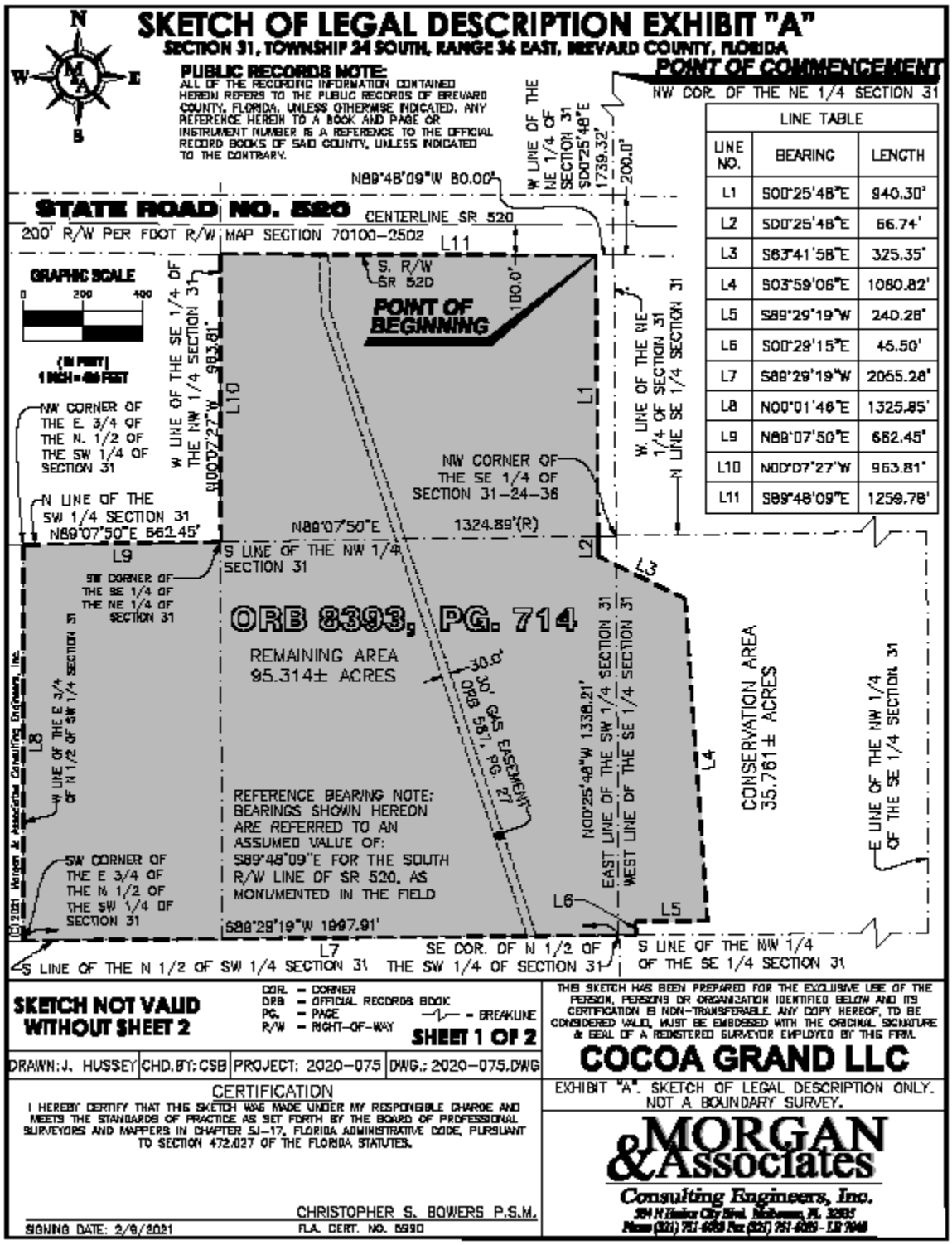
Digitally signed by Christopher S. Bowers, PSM 5990
Date: 2021.02.08 16:45:51 -05'00'

CHRISTOPHER S. BOWERS P.S.M.
FLA. CERT. NO. 5990

SIGNING DATE: 2/8/2021

MORGAN & Associates
Consulting Engineers, Inc.
504 N Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-6088 Fax (321) 751-6089 - LB 7040

EXHIBIT D
REMAINING PROPERTY



LEGAL DESCRIPTION EXHIBIT "A"

SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 31, RUN SOUTH 00 DEGREES 25 MINUTES 48 SECONDS EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 31, A DISTANCE OF 1739.32 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 520; THENCE DEPARTING SAID WEST LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 31, RUN N89°48'08"W ALONG THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 520 A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIED PARCEL:

THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE OF STATE ROAD 520, RUN S00°25'48"E A DISTANCE OF 940.30 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 31;
THENCE CONTINUE S00°25'48"E A DISTANCE OF 66.74 FEET;
THENCE S63°41'58"E A DISTANCE OF 325.35 FEET;
THENCE S03°59'08"E A DISTANCE OF 1080.82 FEET;
THENCE S89°28'19"W A DISTANCE OF 240.28 FEET;
THENCE S00°29'15"E A DISTANCE OF 46.50 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31;
THENCE S89°28'19"W ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31 AND THE WESTERLY PROLONGATION THEREOF A DISTANCE OF 2055.28 FEET TO THE SOUTHWEST CORNER OF THE EAST THREE QUARTERS OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 31;
THENCE N00°01'46"E ALONG THE WEST LINE OF THE EAST THREE QUARTERS OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 31 A DISTANCE OF 1325.85 FEET TO THE NORTHWEST CORNER OF THE EAST THREE QUARTERS OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 31;
THENCE N89°07'50"E ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 31 A DISTANCE OF 862.45 FEET;
THENCE N00°07'27"W ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31 A DISTANCE OF 963.81 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 520;
THENCE S89°48'09"E ALONG SAID SOUTH RIGHT OF WAY LINE OF STATE ROAD 520 A DISTANCE OF 1259.78 FEET TO THE POINT OF BEGINNING;

CONTAINING: 4,151,871.14 SQUARE FEET, OR 95.314 ACRES, MORE OR LESS.

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SKETCH NOT VALID WITHOUT SHEET 1

SHEET 2 OF 2

DRAWN: J. HUSSEY	CHD. BY: CSB	PROJECT: 2020-075	DWG.: 2020-075.DWG

THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED BELOW AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF, TO BE CONSIDERED VALID, MUST BE EMBOSSED WITH THE ORIGINAL SIGNATURE & SEAL OF A REGISTERED SURVEYOR EMPLOYED BY THIS FIRM.

COCOA GRAND LLC

EXHIBIT "A". SKETCH OF LEGAL DESCRIPTION ONLY. NOT A BOUNDARY SURVEY.

CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

CHRISTOPHER S. BOWERS P.S.M.
FLA. CERT. NO. 5990

SIGNING DATE: 2/9/2021

MORGAN & Associates
Consulting Engineers, Inc.
304 N Harbor City Blvd. Melbourne, FL 32935
Phone (321) 757-6889 Fax (321) 757-6895 - LB 7648

FORTINET

URL Blocked by FortiClient

cocoa.legistar.com/gateway.aspx

is in the category Unknown

Your FortiClient administrator has blocked this category

FortiClient has been configured to block unrated urls.
This url was categorized as unrated because the FortiGuard url rating service is inaccessible.

RESOLUTION NO. 2021-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, APPROVING THE NAME OF CIRRUS DRIVE FOR THE PRIVATE ROAD INTENDED TO SERVE THE CIRRUS APARTMENTS, LOCATED NORTH OF STATE ROAD 524 AND EAST OF EAST INDUSTRY ROAD ON PROPERTY WITH TAX PARCEL ID 24-36-18-27-*-1; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-9 of the City Code provides that the Cocoa City Council has the sole authority to name city buildings, parks and streets; and

WHEREAS, the Planning and Zoning Board conditionally approved the large scale site plan and associated final engineering plans on February 3, 2021 and the City Council approved the final development plan and rezoning to Planned Unit Development for the Cirrus Apartments project on February 23, 2021, which includes a private road to serve the project, intersecting with State Road 524 and providing access to all apartment buildings on the property; and

WHEREAS, the City Council has determined this Resolution is in the best interests 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 foregoing recitals are hereby fully incorporated herein by this reference and are deemed a material part of this Resolution.

SECTION 2. Approval of Street Name. The City of Cocoa City Council hereby approves the street name of "Cirrus Drive" for the private road intended to serve the Cirrus Apartment project, as shown in the large-scale site plan and final engineering plans conditionally approved by the Planning and Zoning Board on September 3, 2021, located north of State Road 524 on property with Tax Parcel ID 24-36-18-27-*-1.

SECTION 3. Recordation. The City Council hereby directs the City Clerk to record a copy of this Resolution in the Official Records of Brevard County, Florida.

SECTION 4. Repeal of Prior Inconsistent Resolution. All prior resolutions or parts of resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 5. Conflicts and Severability. Should any section or provision of this resolution, or any portion thereof, any paragraph, sentence or word be declared

by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

SECTION 6. Effective date. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 13th day of April, 2021.

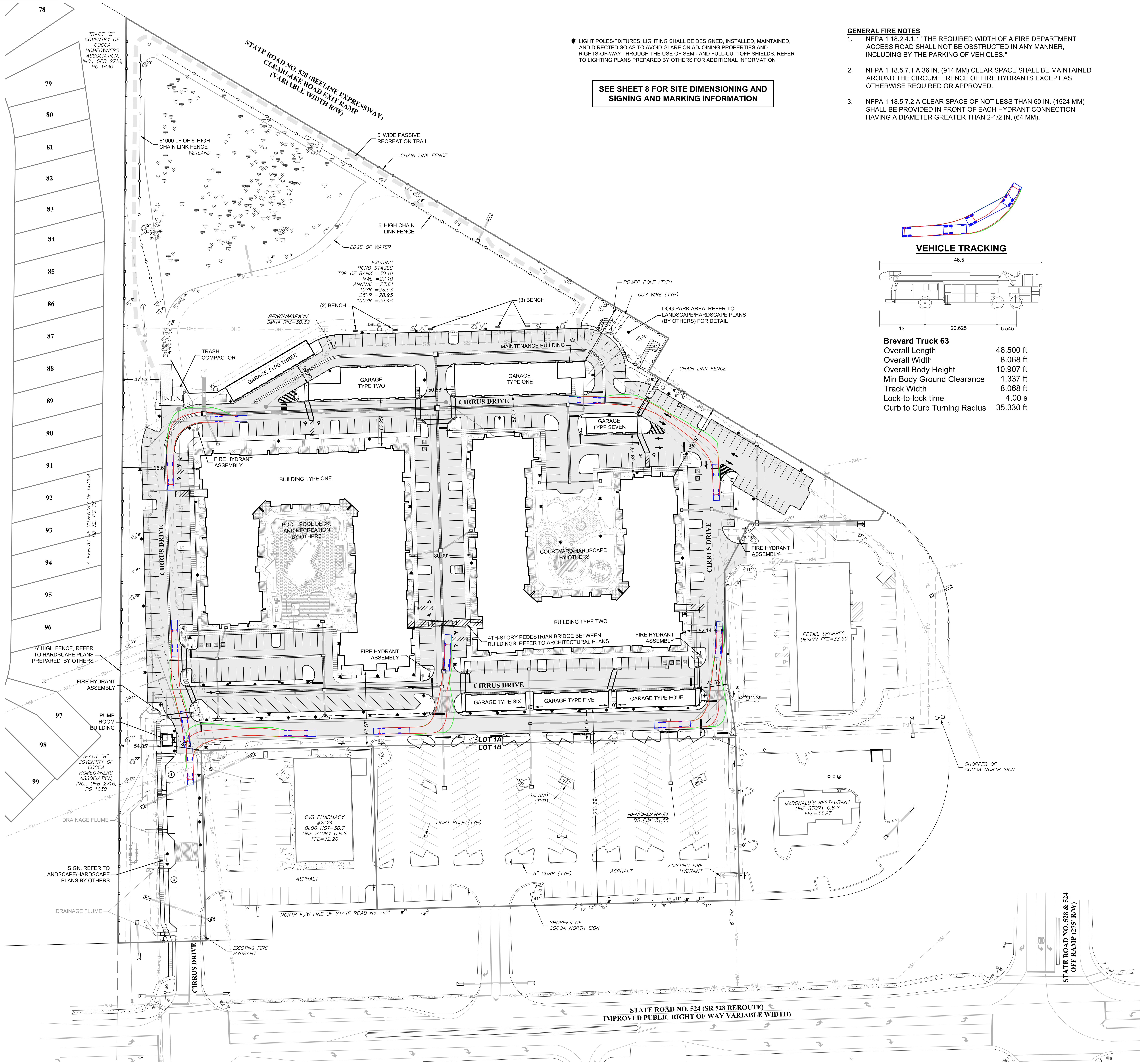
_____
Michael Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

✸ LIGHT POLES/FIXTURES; LIGHTING SHALL BE DESIGNED, INSTALLED, MAINTAINED, AND DIRECTED SO AS TO AVOID GLARE ON ADJOINING PROPERTIES AND RIGHTS-OF-WAY THROUGH THE USE OF SEMI- AND FULL-CUTOFF SHIELDS. REFER TO LIGHTING PLANS PREPARED BY OTHERS FOR ADDITIONAL INFORMATION

SEE SHEET 8 FOR SITE DIMENSIONING AND SIGNING AND MARKING INFORMATION



GENERAL FIRE NOTES

1. NFPA 1 18.2.4.1.1 "THE REQUIRED WIDTH OF A FIRE DEPARTMENT ACCESS ROAD SHALL NOT BE OBSTRUCTED IN ANY MANNER, INCLUDING BY THE PARKING OF VEHICLES."
2. NFPA 1 18.5.7.1 A 36 IN. (914 MM) CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF FIRE HYDRANTS EXCEPT AS OTHERWISE REQUIRED OR APPROVED.
3. NFPA 1 18.5.7.2 A CLEAR SPACE OF NOT LESS THAN 60 IN. (1524 MM) SHALL BE PROVIDED IN FRONT OF EACH HYDRANT CONNECTION HAVING A DIAMETER GREATER THAN 2-1/2 IN. (64 MM).

VEHICLE TRACKING

Brevard Truck 63

Overall Length	46.500 ft
Overall Width	8.068 ft
Overall Body Height	10.907 ft
Min Body Ground Clearance	1.337 ft
Track Width	8.068 ft
Lock-to-lock time	4.00 s
Curb to Curb Turning Radius	35.330 ft

ZONING
EXISTING ZONING = GENERAL COMMERCIAL (C-G)
PROPOSED ZONING = MIXED-USE PUD
FUTURE LAND USE = COMMERCIAL

UTILITIES
ALL PROPOSED UTILITIES SHALL BE UNDERGROUND INSTALLATION.

SANITARY SEWER EASEMENTS SHALL BE CENTERED OVER THEIR FINAL AS-BUILT LOCATION.

OVERALL SITE AREA = ±15.74 ACRES
MULTI-FAMILY PARCEL (LOT 1A) = ±13.49 ACRES
COMMERCIAL PARCEL (LOT 1B) = ± 2.25 ACRES
EXISTING STORMWATER LAKE = ± 1.21 ACRES
EXISTING WETLAND/SURROUNDING AREA = ±1.6 ACRES

GROSS SITE AREA = OVERALL SITE AREA (±15.74 AC) - PRESERVATION AREAS (±1.6 AC) = ±14.14 ACRES

BUILDINGS
BUILDING HEIGHTS:
BUILDING TYPES ONE AND TWO TOP RIDGE OF BUILDING ROOF NOT TO EXCEED 57 FEET
GARAGES = 13 FEET MAXIMUM

PROPOSED # OF MULTI-FAMILY UNITS = 280 TOTAL

BUILDING TYPE 1 (WEST) 4 STORIES

1ST FLOOR	= 44,408 SQ FT
2ND FLOOR	= 44,439 SQ FT
3RD FLOOR	= 44,667 SQ FT
4TH FLOOR	= 44,853 SQ FT
TOTAL	= 178,367 SQ FT

FLOOR AREA RATIO = (178,367 / 685,685) = 26.0%

BUILDING TYPE 2 (EAST) 4 STORIES

1ST FLOOR	= 43,728 SQ FT
2ND FLOOR	= 44,444 SQ FT
3RD FLOOR	= 44,696 SQ FT
4TH FLOOR	= 44,959 SQ FT
TOTAL	= 177,827 SQ FT

FLOOR AREA RATIO = (177,827 / 685,685) = 25.9%

GARAGE TYPE ONE	= 6,585 SQ FT
GARAGE TYPE TWO	= 4,860 SQ FT
GARAGE TYPE THREE	= 2,560 SQ FT
GARAGE TYPE FOUR	= 2,125 SQ FT
GARAGE TYPE FIVE	= 2,015 SQ FT
GARAGE TYPE SIX	= 1,625 SQ FT
GARAGE TYPE SEVEN	= 1,396 SQ FT
TOTAL	= 21,166 SQ FT

PUMP ROOM	= 202 SQ FT
TRASH COMPACTOR	= 1,154 SQ FT
POOL PAVILION	= 2,801 SQ FT
TOTAL	= 4,157 SQ FT

LOT 1A IMPERVIOUS AREA			
BUILDINGS	= 113,459 SQ FT	2.60 ACRES	19.30%
SIDEWALK/CONCRETE	= 24,245 SQ FT	0.55 ACRES	4.12%
PAVEMENT	= 179,568 SQ FT	4.12 ACRES	30.56%
TOTAL	= 317,272 SQ FT	7.28 ACRES	53.98%

LOT 1A PERVIOUS AREA			
GREEN SPACE	= 147,735 SQ FT	3.39 ACRES	25.13%
EXISTING POND	= 53,069 SQ FT	1.21 ACRES	9.03%
EXISTING WETLAND/ SURROUNDING AREA	= 69,701 SQ FT	1.60 ACRES	11.86%
TOTAL	= 270,505 SQ FT	6.21 ACRES	46.02%

LOT 1A TOTAL AREA	= 587,777 SQ FT	13.49 ACRES	100.00%

LOT 1B IMPERVIOUS AREA			
CURB/CONCRETE	= 975 SQ FT	0.02 ACRES	0.89%
PAVEMENT	= 84,827 SQ FT	1.95 ACRES	86.67%
TOTAL	= 85,802 SQ FT	1.97 ACRES	87.56%

LOT 1B PERVIOUS AREA			
GREEN SPACE	= 12,106 SQ FT	0.28 ACRES	12.44%

LOT 1B TOTAL AREA	= 97,908 SQ FT	2.25 ACRES	100.00%

OPEN SPACE REQUIREMENTS
15% RECREATION SPACE REQUIRED = 2.12 ACRES (14.14 ACRES x15%)
RECREATION SPACE PROVIDED

BUILDING 1		
CLUBHOUSE	= 11,800 SQ FT	= 0.27 ACRES
POOL COURTYARD	= 16,840 SQ FT	= 0.39 ACRES
BUILDING 2		
ROOFTOP LOUNGE/DECK	= 1,651 SQ FT	= 0.04 ACRES
COURTYARD	= 15,463 SQ FT	= 0.35 ACRES
DOG PARK	= 4,800 SQ FT	= 0.11 ACRES
PASSIVE RECREATION TRAIL (5' WIDE)	= 39,525 SQ FT	= 0.91 ACRES
PASSIVE STORMWATER POND AREA	= 5,900 SQ FT	= 0.14 ACRES

TOTAL RECREATION SPACE PROVIDED = 2.2 ACRES > REQUIRED 2.12 ACRES

PARKING
TYPICAL STANDARD PARKING STALL PROVIDED SHALL HAVE A RECTANGULAR AREA A MINIMUM OF 9.5 FEET IN WIDTH AND 18 FEET IN LENGTH.

COMPACT PARKING SPACES ARE PROVIDED AND SHALL HAVE A RECTANGULAR AREA A MINIMUM OF 8.5 FEET IN WIDTH AND 16 FEET IN LENGTH.

THE WIDTH OF PARKING SPACES FOR DISABLED PERSONS SHALL BE IN ACCORDANCE WITH STATE AND FEDERAL REQUIREMENTS.

REQUIRED PARKING

TYPE	# OF UNITS		
EFFICIENCY	20	1 SPACE/UNIT	= 20 SPACES
1 BEDROOM	133	1.5 SPACE/UNIT	= 200 SPACES
2 OR MORE BEDROOM	127	2 SPACE/UNIT	= 254 SPACES
TOTAL	280		= 474 SPACES

PROVIDED PARKING

9'x22' PARALLEL PARKING	= 7
9.5'x18' STANDARD PARKING	= 230
12'x18' HANDICAP PARKING	= 10
8.5'x16' COMPACT PARKING	= 112 (25.5%)
GARAGE UNITS	= 79
TOTAL PARKING PROVIDED	= 438 SPACES 1.56 SPACES PER UNIT

MINIMUM REQUIRED NUMBER OF HANDICAP STALLS = 9 STALLS
10 PROVIDED HANDICAP STALLS

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

60 0 30 60
(IN FEET)
VERTICAL DATUM: NAVD88

9		
8		
7		
6		
5		
4		
3		
2	CITY COMMENTS	01/28/21
1	CITY COMMENTS	10/30/20

DATE: 08/31/20
DESIGN/DRAWN: ALS/DRB

PROJECT TITLE
CIRRUS

SHEET TITLE
OVERALL SITE PLAN

PROJECT NO.
11545

DRAWING NO.
11545_400_007

SHEET

H:\Projects Folder\11545\Drawings\11545_400\11545_400_007.dwg March 23, 2021 9:06:22 AM DB

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

Legislation Details (With Text)

File #:	21-272	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	3/29/2021			**In control:**	City Council
On agenda:	4/13/2021			**Final action:**	
Title:	Approval of Resolution 2021-25, Adopting “Starship Drive, Calypso Way, Hyperion Way, Gemini Place, Cressida Lane, Cocoa Landing Way and Proteus Lane” as Street Names for the Arbors at Cocoa Landing Apartment project. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution 2021-25 Approving Street Names Starship Drive and others for Arbors at Cocoa				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 29, 2021
Agenda Date: April 13, 2021
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approval of Resolution 2021-25, Adopting “Starship Drive, Calypso Way, Hyperion Way, Gemini Place, Cressida Lane, Cocoa Landing Way and Proteus Lane” as Street Names for the Arbors at Cocoa Landing Apartment project.

BACKGROUND:

A Large-Scale Site Plan for the Arbors at Cocoa Landing Apartment project was approved by the Planning & Zoning Board on December 15, 2020, which include a primary and emergency entry drive off of SR524 as well as several internal drives which provide access to the apartment buildings and amenities for the complex. Therefore, street names will need to be assigned in order for mail and emergency services to reach the residents. The developer has requested the names “Starship Drive, Calypso Way, Hyperion Way, Gemini Place, Cressida Lane, Cocoa Landing Way and Proteus Lane” and these names have been confirmed by Brevard County’s E911 Addressing office.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approval of Resolution 2021-25, Adopting “Starship Drive, Calypso Way, Hyperion Way, Gemini Place, Cressida Lane, Cocoa Landing Way and Proteus Lane” as Street Names for the Arbors at Cocoa Landing Apartment project.

RESOLUTION NO. 2021-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, APPROVING THE NAMES OF STARSHIP DRIVE, CALYPSO WAY, HYPERION WAY, GEMINI PLACE, CRESSIDA LANE, COCOA LANDING WAY, AND PROTEUS LANE FOR THE PRIVATE ROADS INTENDED TO SERVE THE ARBORS AT COCOA LANDING APARTMENTS, LOCATED SOUTH OF STATE ROAD 524 AND EAST OF COX ROAD ON PROPERTY WITH TAX PARCEL IDS 24-35-24-00-250.1 AND 24-35-24-00-255 AND 24-35-24-00-252; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-9 of the City Code provides that the Cocoa City Council has the sole authority to name city buildings, parks and streets; and

WHEREAS, the Planning and Zoning Board approved the large scale site plan and associated final engineering plans for the Arbors at Cocoa Landing Apartments on December 15, 2020, which include several private roads to serve the project with Starship Drive and Cocoa Landing Way intersecting with State Road 524 and additional private roads providing access to all apartment buildings on the property; and

WHEREAS, because the project did not require a subdivision, the Brevard County 9-1-1 Administration has requested that the City adopt and record in the Brevard County Official Records a resolution approving a street name for the project; and

WHEREAS, the City Council has determined this Resolution is in the best interests 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 foregoing recitals are hereby fully incorporated herein by this reference and are deemed a material part of this Resolution.

SECTION 2. Approval of Street Names. The City of Cocoa City Council hereby approves the street names of "Starship Drive," "Calypso Way," "Hyperion Way," "Gemini Place," "Cressida Lane," "Cocoa Landing Way," and "Proteus Lane" for the private roads intended to serve The Arbors at Cocoa Landing Apartment project, as shown in the large-scale site plan and final engineering plans approved by the Planning and Zoning Board on December 15, 2020, located south of State Road 524 on property with Tax Parcel IDs 24-35-24-00-250.1 and 24-35-24-00-255 and 24-35-24-00-252, as provided in Exhibit A attached hereto and incorporated herein by this reference.

SECTION 3. Recordation. The City Council hereby directs the City Clerk to record a copy of this Resolution in the Official Records of Brevard County, Florida.

SECTION 4. Repeal of Prior Inconsistent Resolution. All prior resolutions or parts of resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 5. Conflicts and Severability. Should any section or provision of this resolution, or any portion thereof, any paragraph, sentence or word be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

SECTION 6. Effective date. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of April, 2021.

_____
Michael Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

EXHIBIT A
STREET LOCATIONS



Legislation Details (With Text)

File #:	21-293	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	4/7/2021			**In control:**	City Council
On agenda:	4/13/2021			**Final action:**	
Title:	Approve a Resolution Amending the FY21 Budget (BAF # 21-069-A) for additional project funding in the amount of $85,000 related to Bid 20-06-COC to Parkit Construction, Inc.; Authorize the City Manager, City Attorney and Public Works Director to finalize and execute final settlement documents with Parkit Construction, Inc. and seek reimbursement with FDOT for eligible project expenses. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2021- ADA Compliant.pdf BAF 21-069-A- PW-Parkit Construction Settlement (4-13-21)Agenda 21-293 pdf.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 7, 2021
Agenda Date: April 13, 2021
Prepared By: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Approve a Resolution Amending the FY21 Budget (BAF # 21-069-A) for additional project funding in the amount of $85,000 related to Bid 20-06-COC to Parkit Construction, Inc.; Authorize the City Manager, City Attorney and Public Works Director to finalize and execute final settlement documents with Parkit Construction, Inc. and seek reimbursement with FDOT for eligible project expenses.

BACKGROUND:

On April 8, 2020, the City Council approved to award Bid 20-06-COC to Parkit Construction, Inc. for $187,095.62 for the construction of new sidewalks 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 Boulevard (U.S. 1) and Forrest Avenue. This project falls under the Florida Department of Transportation (FDOT) Local Agency Program (LAP) and certain project expenses incurred by the City are eligible for reimbursement by FDOT under LAP guidelines.

This project has since been completed by the contractor and was opened to the public in September of 2020. During the course of the project, the initial payment of $70,590.82 was paid to the Contractor. However, since the first payment, there were various requests for information, certifications, change orders, and claims resulting in a payment dispute between the City and

Contractor. No other payments were made to the Contractor because of the dispute. If the dispute is not timely resolved, it could result in litigation and a loss of funding from the FDOT Local Agency Program. Through several months of negotiations with the Contractor and their attorney, the City Attorney, City Manager, and Public Works Director reached a tentative final settlement of all outstanding claims. However, in order for the City Manager to finalize the settlement and the City to obtain reimbursement from FDOT for eligible project expenses, staff is requesting that the City Council approve additional project funding in the amount of $85,000.

If Council approves this Agenda Item and the requested project funding, the City Attorney, City Manager and Public Works Director will prepare and execute final settlement documents, final payment will be made to the Contractor and the City will proceed with obtaining reimbursement from FDOT. Because of change orders and the final settlement with the contractor, the maximum amount of reimbursement for this project is now $148,741.44.

The final contract amount inclusive of all approved change orders and the final additional payment is as follows:

1. Initial Payment App. #1 made to Contractor: $70,590.82
2. Payment of Outstanding Pay Apps. (#2, 3 & 4): $78,150.62
3. Agreed upon final additional payment: $85,000

TOTAL PAID CONTRACTOR: $233,741.44

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes

BAF#21-069-A

Settlement

Amount Requested	($85,000)
Account Number	001-1600-513.39-00
Account Name	Contingency

Amount Requested	$85,000
Account Number	001-1600-513.49-00
Account Name	Other Charges and Obligations

To Correct the use of Fund Balance

Amount Requested	$3,349
Account Number	001-0000-331.39-11

Account Name	FDOT LAP
Amount Requested	($3,349)
Account Number	001-0000-389.99-50
Account Name	Fund Balance
Amount Requested	($4,402)
Account Number	001-0000-389.99-50
Account Name	Fund Balance
Amount Requested	($4,402)
Account Number	001-3510-541.63-04 (PW20SW)
Account Name	FDOT LAP

PREVIOUS ACTION:

City Council awarded Bid # 20-06-COC to Parkit Construction, Inc. for the construction of sidewalks on Dixon Blvd. and Forrest Ave.

RECOMMENDED MOTION:

Approve a Resolution Amending the FY21 Budget (BAF # 21-069-A) for additional project funding in the amount of $85,000 related to Bid 20-06-COC to Parkit Construction, Inc.; Authorize the City Manager, City Attorney and Public Works Director to finalize and execute final settlement documents with Parkit Construction, Inc. and seek reimbursement with FDOT for eligible project expenses.

RESOLUTION NO. 2021-032

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2021; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2020, and ending on September 30, 2021, at a Regular meeting held on September 23, 2020; and

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

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

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

SECTION 1. The 2020-2021 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 13th day of April, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2021 - 21-069-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: PW 1600 | DATE PREPARED: 04/07/21

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 85,000)	001-1600-513.39-00		Contingency	$ 679,615	$ 228,258	$ 143,258	$ 228,258
$ 3,349	001-0000-331.39-11		FDOT LAP 441205-1-58	$ 0	$ 0	$ 3,349	$ 0
($ 3,349)	001-0000-389.99-50		Fund Balance Reserves	$ 2,043,500	$ 2,514,258	$ 2,510,909	$ 0
($ 4,402)	001-0000-389.99-50		Fund Balance Reserves	$ 2,043,500	$ 2,510,909	$ 2,506,507	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 89,402)	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 85,000	001-1600-513.49-00		Charges and Other Obligations	$ 194,300	$ 194,300	$ 279,300	($ 9,259)
($ 4,402)	001-3510-541.63-04	PW20SW	FDOT Lap 2020 Sidewalks	$ 0	$ 7,750	$ 3,348	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 80,598	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This BAF is required to transfer funds to cover the pending settlement agreement with Parkit Construction Inc. In addition to the settlement, the use of Fund Balance is being reduced and the use of the Federal Grant Revenue is being assigned.

Agenda 21-293

Council/Board APPROVAL REQUIRED? *YES* (●) ***NO*** ( ) ***DATE APPROVED:*** 04/13/21 ***RESOLUTION #:***

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

4/8/21	Bryant Smith — Digitally signed by Bryant Smith Date: 2021.04.08 08:13:15 -04'00'	4/8/21	Colleen Campbell — Digitally signed by Colleen Campbell Date: 2021.04.08 10:44:39 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
	Rebecca Bowman — Digitally signed by Rebecca Bowman Date: 2021.04.09 14:42:01 -04'00'	4/9/21	Lora Howell — Digitally signed by Lora Howell Date: 2021.04.09 14:03:55 -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 #:	21-188	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Multi-Year Contract
File created:	2/26/2021			**In control:**	City Council
On agenda:	4/13/2021			**Final action:**	

Title: Approve Bid No. B-21-10-COC, Ammonium Sulfate, to Hawkins, Inc., 2263 Clark Street, Apopka, Florida, for the Purchase of Ammonium Sulfate; To Approve as a Multi-Year Contract from FY2021 through FY2023 with Two (2) Additional One (1) Year Extensions; To Authorize the City Manager to Execute the Contract and future renewals, purchase orders, change orders, and amendments to the contract. Approve a Resolution Amending the FY21 Budget BAF# 21-062-T. (Utilities Director)

Sponsors:

Indexes:

Code sections:

Attachments:
Bid Summary.pdf
E-Verify Contractor Affidavit.pdf
Master Bid Tabulation Sheet.pdf
Notice of Intent to Award.pdf
Section 100.6 Scheduled Pricing Table.pdf
Service Level Agreement_Contract No. 21-10_HAWKINS.pdf
Hawkins, Inc. COI exp..30.2021.pdf
Budget Resolution FY 2021- ADA Compliant.pdf
BAF 21-062-T-UT-Purchase of Ammonium Sulfate (04-13-21) Agenda 21-188.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 26, 2021
Agenda Date: April 13, 2021
Prepared By: Sean B. McFarland, Water Treatment Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Bid No. B-21-10-COC, Ammonium Sulfate, to Hawkins, Inc., 2263 Clark Street, Apopka, Florida, for the Purchase of Ammonium Sulfate; To Approve as a Multi-Year Contract from FY2021 through FY2023 with Two (2) Additional One (1) Year Extensions; To Authorize the City Manager to Execute the Contract and future renewals, purchase orders, change orders, and amendments to the contract. Approve a Resolution Amending the FY21 Budget BAF# 21-062-T.

BACKGROUND:

The Dyal Water Treatment Plant (WTP) operates and maintains a water treatment facility that provides potable water to the City of Cocoa, other surrounding municipal customers, Port Canaveral, and three local federal government installations. The WTP uses certain chemicals during the water

treatment process in order to remain in compliance with federal, state, and local regulations. One of the chemicals used during the treatment process is anhydrous ammonia gas which mixes with chlorine gas to form chloramines (the primary potable water disinfectant used by the WTP).

Chemical treatment improvements are presently underway at the WTP under the Chemical Conversion Restoration Improvement Project (CCRIP). As part of the project, the City has decided to move away from anhydrous ammonia gas and change to liquid ammonium sulfate, which is a much safer product to work with and to store. Ammonium sulfate is a proven substitute used in the potable water treatment industry and the chemical change has been recommended by Jacobs Engineering, our consulting engineers.

Bids for the ammonium sulfate offering were opened on **January 14, 2021,** at 3:00 p.m. Purchasing published **(138)** invitations and notifications to bid, **(0)** supplemental suppliers and received **(4)** responses from **(21)** plan holders for this bid. Based on the required tote size of 275 gallons outlined within the bid, the apparent low bidder is Hawkins, Inc.

Vendor	Base Bid	Total Accumulated Bid
Thatcher Chemical of Florida	$173,610.00	$173,610.00
Harcros Chemicals Inc.	$247,374.00	$247,374.00
Hawkins Inc.	$170,100.00	$170,100.00
Brenntag Mid-South Inc. - (400 gal tote minimum)	$168,300.00	$168,300.00

Hawkins Inc. was chosen as the lowest most responsive and responsible bidder for this solicitation albeit Brenntag Mid-South Inc proposed an overall price $1,800 less than Hawking. However, Brenntag's minimum tote delivery was 400 gal per tote, whereas Hawkins did not have a minimum tote delivery. It was determined to be of best value and in the best interest of the City to choose Hawkins Inc. as the best qualified for the required services.

Staff is requesting that City Council approve the contract with Hawkins Inc. to provide liquid ammonium sulfate, which will be used as part of the potable water treatment process. Staff is also requesting that City Council grant the City Manager authorization to approve all future annual renewals, change orders and amendments to the contract, for Bid #21-10-COC, up to the City Managers signing authority.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted No

BAF# 21-062-T

FY2021

Amount Requested	($60,000)
Account Number	421-4020-536.46-00,
Account Name	Chemicals
Amount Requested	($27,333)
Account Number	421-4020-536.52-09
Account Name	Chemicals
Amount Requested	$87,333
Account Number	421-4020-536.52-09, DYCH16
Account Name	Chemicals

The budget for future years, will be requested through the adoption of the annual budget. Within this bid, the cost of Ammonium Sulfate is $1.89 per gallon, for five years, with an estimated need of approximately 90,000 gallons a year, which may be adjusted as needed.

FY2022
$180,000 (DYCH16)

FY2023
$180,000 (DYCH16)

FY2024
$180,000 (DYCH16)

FY2025
$180,000 (DYCH16)

Source of Funds: Operating Revenue

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:
To Approve Bid No. B-21-10-COC, Ammonium Sulfate, to Hawkins, Inc., 2263 Clark Street, Apopka, Florida, for the Purchase of Ammonium Sulfate; To Approve as a Multi-Year Contract from FY2021 through FY2023 with Two (2) Additional One (1) Year Extensions; To Authorize the City Manager to Execute the Contract and future renewals, purchase orders, change orders, and amendments to the contract. Approve a Resolution Amending the FY21 Budget BAF# 21-062-T.

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

BID SUMMARY

To: Dyal WTP

From: Heath Hancher, Purchasing & Contracts Manager

Date:

Re: **Bid #B-21-10-COC – Ammonium Sulfate**

Bids for the subject offering were opened on **January 14, 2021** at 3:00 p.m. Purchasing published **(138)** invitations and notifications to bid, **(0)** supplemental suppliers and received **(4)** responses from **(21)** plan holders for this bid. Of the **(4) respondents** the following were found to be:

THE APPARENT LOW BIDDER IS:

- HAWKINS INC. = $170,100.00
  - (Unit Price per gal: $1.89, no minimum delivery)

I have enclosed copies of all bids for your review and recommendation. Any correspondence related to this subject, should be forwarded to my attention for retention in the purchasing files.

After reviewing the enclosed proposals please follow the guidelines shown below to initiate the purchasing process:

➔ Review proposals and select recommendation for award.
➔ Verify Insurance Requirements can be met.
➔ Obtain copies of all necessary licenses.
➔ Execute Form of Agreement
➔ Prepare agenda item and prepare contract if necessary, for Council Approval.
➔ Prepare requisition and attach the following items:

- Copy of Approved City Clerk's Journal and Agenda
- Bid Tabulation Sheet
- Form of agreement
- All specifications for the awarded proposal
- Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy.

Please complete the attached Notice of Award and return to Purchasing & Contracts Division

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Hawkins, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Hawkins, Inc [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Raymond Pool

Date: 2-18-2021

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 18th of Feb 2021 (date) by Raymond Pool (name of officer or agent, title of officer or agent) of Hawkins, Inc (name of corporation acknowledging), a Corporation (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification) as identification.

[Notary Seal] Notary Public

Notary Public State of Florida
Brandon Rice
My Commission GG 968157
Expires 03/11/2024

Name typed, printed or stamped

My Commission Expires: _____

E-Verify

Company ID Number: 116278 **Client Company ID Number:** 763528

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Hawkins, Inc.
Company Facility Address	2381 Rosegate Roseville, MN 55113
Company Alternate Address	
County or Parish	RAMSEY
Employer Identification Number	410771293
North American Industry Classification Systems Code	325
Parent Company	
Number of Employees	~~500 to 999~~ 0 to 500
Number of Sites Verified for	34

CITY OF COCOA
MASTER TABULATION SHEET

Dyal WTP - Ammonium Sulfate

ITB B-21-10-COC

ITB Final Tabulation:

Note: The Tabulation Sheet is used to document the screening of bid / proposal pricing, material and immaterial contents. Results of the the tabulation are documented within this form DOES NOT constitute an award. After evaluations are recorded, recommendation is reviewed by City Council for final approval. Notice of award will be sent forth via email from the Purchasing and Contracts Division.

VENDOR	Base Bid	Total Accumulated Bid
Thatcher Chemical of Florida *(Unit Price: $1.93 per gal; $5.85 per gal for 275 gal tote)	$ 173,610.00	$ 173,610.00
Harcos Chemicals Inc. *(Unit Price: $0.27 per lbs; $0.35 per lbs for totes)	$ 247,374.00	$ 247,374.00
Hawkins Inc. *(Unit Price: $1.89 per gal)	$ 170,100.00	$ 170,100.00
Brenntag Mid-South Inc. *(Unit Price: $1.87 per gal; minimum 400 gal tote per location)	$ 168,300.00	$ 168,300.00
Note: Pricing was based on an average of 90,000 gal per year.		
	$ -	$ -
	$ -	$ -

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

NOTIFICATION OF INTENT TO AWARD

Disclaimer: This Notice of Intent to Award is subject to a final award decision by the City Council or the City Manager (as applicable) and execution of a written contract with the City. This Notice does NOT constitute the formation of a contract between the City of Cocoa and the apparent successful vendor referenced in the Notice. The vendor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the City of Cocoa is executed. If the City Council or City Manager (as applicable) awards the contract to the apparent successful vendor, and the vendor fails to negotiate and execute a contract with the City of Cocoa, the City of Cocoa may revoke the award and award the contract to the next highest ranked vendor or withdraw the Bid. The City of Cocoa further reserves the right at its discretion to reject this Notice and award the contract to another vendor or reject all bids without penalty.

Department: Utilities	Division: Dyal Water Treatment Facility
Bid / RFP / RFQ #: B-21-10-COC Ammonium Sulfate	Project #
Awarded To: Hawkins Inc.	Scope of Work or Services: To deliver Ammonium Sulfate in liquid form to replace existing Anhydrous Ammonia, which is in a gaseous form to increase operational safety.
Address / City / State / Zip: 2263 Clark St., Apopka, FL 32703	Phone / Fax #'s: P: 800-330-1369 / E: chuck.pool@hawkins@hawkinsinc.com
Purchase / Contract Amount: $170,100.00 ($1.89 per gal) * Estimated 90,000 gal per year	Date of Award Notification: 2/18/2021
Title / Position (Print) Raymond Pool / Regional Manager	Signature

Please complete the information required above.

Return the Notification of Intent to Award to Purchasing & Contracts Division when completed

Thank you for your cooperatio

Section 100.6 Bid/Proposal Form & Schedule of Unit Pricing

Proposal of Ammonium Sulfate 40%

(Name)

from Hawkins, Inc 2263 Clark St. Apopka, FL 32703

(Address)

To perform: ITB# 21-10-COC
Dyal WTP – Ammonium Sulfate

TO: City of Cocoa
Attn: Purchasing & Contracting
65 Stone St.
Cocoa, Florida 32922

Proposers:

The undersigned Proposer has carefully examined the scope of work and is familiar with the nature and extent of the services required. The undersigned agrees to do all the work called for by said specified services in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

Total Base Bid *(All inclusive)	$ 189 GA

The amounts proposed include salary cost, fringe benefits, overhead, operating margin and profit, all direct and indirect expenses. Please include above any other potential additional services that may be required and associated costs. (*Attach the hourly and expense schedule for any additional work outside of the required scope of services, if applicable*)

This certification form must be completed and included within bid/proposal response. Failure to submit this form as instructed shall render bid/proposal submittal non-responsive.

Section 100.7 Bid/Proposal Form Worksheet

Proposer acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of bid/proposals. Final payment for all Unit Price Bid/Proposal items will be based on actual quantities, determined as provided to complete the project as indicated in the contract documents.

Proposed Pricing Table

Labor Category	Unit of Issue	U/P	Year 1	Year 2	Year 3	Opt 1	Opt 2
Ammonium Sulfate	gallon		$1.89	$1.89	$1.89	$1.89	$1.89

Table 2 Pricing Table Breakout

Note 1: For the purpose of this bid and to establish a basis for pricing, the specification of the time /labor, materials, equipment and / or services required is provided to establish pricing to be used as a base for all proposals and measured equally.

Note 2: Bid prices shall remain firm for the first twelve (12) months of this contract. The awarded contractor(s) may have an opportunity to request an annual price adjustment for the second and subsequent years of this contract. The request for price adjustment must be submitted in writing no later than ninety (90) calendar days prior to the annual anniversary of the contract start date. The request for price adjustment must include written justification (raw material price increase, labor, etc.) for the increase and a copy must be sent to the Purchasing Manager.

Any approved request for price adjustment will not take effect until the anniversary of the contract start and any such granted price adjustment will be in effect for the twelve (12) month period following the said anniversary start date. Written request for price adjustments shall not exceed the rate of inflation (CPI). Any price adjustment shall be approved by the Purchasing Manager or designee prior to the new price becoming effective.

Note 3:
Contractor pay items are to include all material, labor, and equipment needed for mobilization, demolition and installation to complete each area in its entirety. Change orders must be submitted through the Project Manager and provided to the Purchasing Division for reference a courtesy copy of any change order.

Note 4: If additional pages are required to complete pricing proposals, please add a separate page and label, "CONT' Section 100.7, Table 2, Pricing Table Breakout."

ORIGINAL

CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. 21-10-COC)

This Agreement made and entered into on the ____ day of _____, **2021** by and between **Hawkins Inc.** authorized and duly licensed to do business in the State of Florida, hereinafter called the CONTRACTOR, with an address of **2263 Clark St., Apopka, FL 32703**, and the City of Cocoa, a municipal corporation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the CITY or OWNER, with an address of 65 Stone Street, Cocoa, Florida 32922.

Witnessed that the Contractor and the City, for the Consideration herein-after named, agree as follows:

1. **DESCRIPTION OF SERVICES** - CONTRACTOR shall perform the work, in accordance with the Contract Documents to provide the City of Cocoa's Claude H. Dyal Water Treatment Plant liquid Ammonium Sulfate 40% on an on-call basis. It is estimated that the Dyal WTP will use up to 90,000 +/- gallons of liquid Ammonium Sulfate 40% per calendar or fiscal year, no guarantees are made for this estimated amount. The product must be approved for drinking water application and meet or exceed the American Water Works Association (AWWA) and the National Sanitation Foundation (NSF) standards.

2. **SCOPE OF SERVICES**

2.1. General

The City of Cocoa will have two (2) – 4000-gallon storage tanks and 2 – 1200-gallon storage tanks on-site at the Claude H. Dyal Water Treatment Plant. Partial deliveries may be required on an as needed basis. The City of Cocoa will make every attempt possible to call for a full tanker truck delivery.

The City of Cocoa also has a 500-gallon Ammonium Sulfate Storage Tank at their off-site Industrial Park Storage Tank, which will require a delivery from time to time. The Industrial Storage Park Tank is located at 201 North Wilson Avenue, Cocoa, FL 32922.

The City of Cocoa will upgrade the additional two (2) off-site booster stations that are owned and operated by the City and they will eventually use 275-gallon totes of Ammonium Sulfate 40%; the booster stations are located at the following addresses:

a. Viera Storage Tank – 7251 George Edwards Drive, Melbourne, FL 32940
b. Banana River Storage Tanks – 1950 East Merritt Island Causeway, Merritt Island, FL 32952

The delivery truck will need to have a tailgate lift to deliver the tote-based product to these two (2) sites mentioned.

Delivery of the chemical product must be made within 48 hours of delivery request. The City of Cocoa will make every attempt possible to order the product in a timely manner.

2. **CONTRACT DOCUMENTS** - The Contract Documents consist of this Agreement; the service requirements prepared by Dyal Water Treatment Facility, dated November 30, 2020 ; Bid Documents (ITB# B-21-10-COC) issued by the City, dated December 7, 2020 Contractor's Bid Submittal, dated January 14, 2021 General Conditions, if any; Supplemental Terms and Conditions by the City. The CONTRACTOR represents and agrees that it has carefully examined and understands this Agreement and has investigated the nature, locality and each site of delivery and services under which it is to be performed and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the OWNER, or of any of their respective officers, agents, servants, or employees.

3. **ORDER OF PRECEDENCE** - In case of any inconsistency in any of the documents bearing on the Agreement between the OWNER and the CONTRACTOR, the inconsistency shall be resolved by giving precedence in the following order:

   a. Change Orders

   b. Agreement, Exhibits and Addenda

   c. Supplemental Terms and Conditions

   d. General Terms and Conditions

   e. Issued Bid Documents

   f. Contractor's Bid Proposal

   g. [OTHER] N/A

   Any inconsistency in services to be provided shall be clarified by the OWNER and performed by the CONTRACTOR.

4. **AGREEMENT INTERPRETATION** - At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Contract Documents, the OWNER at its sole discretion will interpret the intent of the Contract Documents and the CONTRACTOR hereby agrees to abide by the OWNER's interpretation and agrees to carry out the work in accordance with the decision of the OWNER.

5. **BRAND NAME MATERIALS** – Whenever materials are specified or described in the scope of work or any exhibits by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. The CONTRACTOR will be responsible for all coordination necessary to accommodate the

materials being provided without additional cost to the OWNER. Unless the name is followed by words indicating that no substitution is permitted, a substitute material is allowed if it is reasonably equivalent to the brand name specified and CONTRACTOR certifies in writing that the proposed substitute will perform adequately the functions called for and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. The OWNER has full discretion to decide whether a substitute is reasonably equivalent. CONTRACTOR must notify the OWNER in writing prior to use of the substitute for a specified brand name and allow the OWNER to decide before CONTRACTOR uses the substitute.

6. **CONTRACT TIME** -

All provisions regarding Contract Time are essential to the performance of this Contract.

a. The CONTRACTOR will be required to commence work under this contract within **30 calendar days** after the date of receipt of the Notice to Proceed or Purchase Order.

b. CONTRACTOR acknowledges that the volume delivery of Ammonium Sulfate 40% is an estimate only and the City assumes at no guarantee that annual delivery's will meet or exceed the annual estimate of 90,000 gal.

c. The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

d. If applicable to the work required by this agreement, Float Time is allocated specifically to the CONTRACTOR's responsibility for coordination of any delays to the project timeline. OWNER will not consider any Contract Time extensions to this project unless coordinated with the designed OWNER Project Manager. Contract Extensions must be coordinated no later than 30 days from anticipated delays and only approved by the OWNER Project Manager, unless cause for delay is determined uncontrollable in nature.

7. **CONTRACT PRICE, UNIT PRICE CONTRACT** - The OWNER will pay the CONTRACTOR in current funds for the safe and timely delivery of Ammonium Sulfate 40% to the locations stated herewith, unless otherwise amended only by the Dyal Water Treatment Plants' designated Project Manager in accordance with the Contract Documents, subject to additions and deductions approved by Change Order, the Total Contract Price of **One Hundred Seventy Thousand One Hundred ($170,100),** based upon an estimate of 90,000 gal of Ammonium Sulfate 40% delivered annually, for a period of three (3) years with two (2) one year optional renewals. The City will notify the contractor in writing within ninety (90) days prior to the expiration of the agreement as to its intent to renew the agreement. CONTRACTOR agrees to accept the Contract Price as full compensation for the agreed upon services, terms and conditions embraced in the Contract Documents.

The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid all costs of any nature relating to: (1) Required services specified within the scope of work; (2) applicable law; (3) the terms and conditions of the Contract Documents, including, but not limited to the indemnification provisions of the Contract Documents.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price per Gallon) specifically considered and the OWNERS requirement of delivery of Ammonium Sulfate 40% on an as needed basis upon CONTRACTOR's own study of the required services and any conflicts relating to providing such.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence of required services with the OWNER as specified by the OWNER, if any, with its own forces, the work of other contractors, if any, and the delivery at the City's Public Works Storm Water Division.

(3) Payments will be made to the CONTRACTOR for actual services rendered on the basis of the Scheduled Cost Table included (EXHIBIT A), which shall be as fully a part of the Contract as if attached or repeated herein. Where the Contract Documents provide for Unit Price, the Contract Price stated in the Agreement will include for all Unit Price an amount equal to the sum of the Unit Prices for each item of Unit Price times the estimated quantity of product delivered as indicated in the Contract Documents. Each Unit Price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover all costs, including supplemental and administrative costs, and profit.

8. **TERMINATION; DEFAULT BY CONTRACTOR AND OWNER'S REMEDIES** - The OWNER reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, for convenience. Further, the OWNER reserves the right to revoke and terminate this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. CONTRACTOR defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) calendar days after written notice from the OWNER 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 seven (7) calendar days, in which case the CONTRACTOR shall have such time as is reasonably necessary to remedy the default, provided the CONTRACTOR promptly takes and diligently pursues such actions as are necessary.

In addition, CONTRACTOR may terminate this Agreement if OWNER fails to perform any material covenant or condition of this Agreement and does not cure such

breach within seven (7) calendar days after written notice from the CONTRACTOR specifying breach.

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

c. CONTRACTOR has acted negligently, as defined by general and applicable law, in performing the Work hereunder; or

d. CONTRACTOR has committed any act of fraud upon the OWNER; or

e. CONTRACTOR has made a material misrepresentation of fact to the OWNER while performing its obligations under this Agreement; or

f. CONTRACTOR is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right, or remedy OWNER may have under this Agreement.

Notwithstanding the aforementioned, in the event of a default by CONTRACTOR, the OWNER shall have the right to exercise any other remedy the OWNER may have by operation of law, without limitation, and without any further demand or notice. In the event of such termination, OWNER 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.

9. **FORCE MAJEURE** - 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 (except involving CONTRACTOR's labor force); extraordinary breakdown of or damage to OWNER '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.

10. **SEVERABILITY** - In the event any portion or part thereof of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties, at the sole discretion and option of the OWNER, 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 be fully enforceable

11. **INVOICING -**

OWNER hereby identifies the City of Cocoa, Finance Department – Accounts Payable (accountspayable@cocoafl.org) as the agent or office to which the CONTRACTOR must submit payment requests or invoices.

12. **DESIGNATION OF PROJECT REPRESENTATIVE -** The duties and authority of the OWNER are as follows:

a. **General Administration of Contract**. The primary function of the OWNER is to provide the general administration of the contract. In performance of these duties, Utilities – Dyal Water Treatment Division or an authorized representative is the OWNER's Project Manager during the entire period of required services. The OWNER (CITY) may change the Project Manager during the term of this contract.

b. **Inspections, Opinions, and Progress Reports.** The OWNER shall be kept familiar with the progress and quality of services rendered by CONTRACTOR and may conduct periodic reviews. The OWNER will not be responsible for the means of the services provided, or for the sequences, methods, and procedures used therein, or for the CONTRACTOR's failure to perform the services in accordance with the Contract Documents.

c. **Interpretation of Contract Documents: Decisions on Disputes.** The OWNER will be the initial interpreter of the contract document requirements and make decisions on claims and disputes between Contractor and Owner.

d. **Rejection and Stoppage of Services.** The OWNER shall have authority to reject services which in its opinion does not conform to the Contract Documents, and in this connection may stop the services or a portion thereof, when necessary.

e. **Payment Certificates.** The OWNER will determine the amounts owing to CONTRACTOR as the services progress, based on CONTRACTOR's approved invoice and OWNER's inspections and observations of satisfactory services, and will issue certificates for payments in accordance with the terms of the Contract Documents.

13. **RESPONSIBILITIES OF CONTRACTOR** - CONTRACTOR's duties and rights in connection with the project herein are as follows:

a. **Responsibility for Supervision**. CONTRACTOR shall be solely responsible for all services rendered under this contract, including the techniques, sequences, procedures and means, for the coordination of all tests. CONTRACTOR shall supervise and direct the services and give it all attention necessary for such proper supervision and direction.

b. **Furnishing of Labor, Materials, etc.** CONTRACTOR shall provide and pay for all labor, materials and testing equipment, including any additional materials required for the

required services necessary to meet the requirements in accordance with the Contract Documents.

c. **Guarantee.** The CONTRACTOR hereby guarantees the services to the full extent provided in the Specifications, General Conditions, Special Conditions and other Contract Documents. Without limiting the generality of the foregoing, the CONTRACTOR warrants to the OWNER, that all services delivered under this Agreement will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents, that the services performed pursuant to this Agreement will be free from defects and that the services strictly conform with the requirements of the Contract Documents. Services not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered unacceptable.

14. SUBCONTRACTING - Notwithstanding anything in this Agreement to the contrary, Contractor may not use any subcontractor to perform any of the obligations under this Agreement. Notwithstanding the foregoing, Contractor shall not be relieved of any of its duties or obligations under this Agreement as a result of entering into a separate written agreement outside of approval by the City with a permitted subcontractor.

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

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

c. If CONTRACTOR, prior to the commencement of any services, subcontracts any part of this Agreement by the subcontractor, CONTRACTOR shall require the subcontractor to provide OWNER and its affiliates with insurance coverage as set forth by the OWNER.

d. If upon receiving written approval from OWNER, any part of this Agreement is subcontracted by CONTRACTOR, CONTRACTOR and subcontractors shall make prompt payments to subcontractors in accordance with s. 218.735, Florida Statutes.

15. **THIRD PARTY RIGHTS** - Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONTRACTOR.

16. **PROHIBITION AGAINST CONTINGENT FEES** - CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide

employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

17. **NO JOINT VENTURE** - 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 party.

18. **INDEMNIFICATION** – CONTRACTOR shall indemnify and hold harmless the OWNER, its officers, employees, agents, and city attorneys (individually and in their official capacity, from liability, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

CONTRACTOR specifically assumes potential liability for actions brought by CONTRACTOR'S own employees against the OWNER and, solely for the purpose of this indemnification and defense, CONTRACTOR 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 indemnification provided above shall obligate the CONTRACTOR to defend at its own expense or to provide for such defense, at the option of the OWNER, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the OWNER or its officers, employees, and city attorneys which may covered by this indemnification. In all events the OWNER and its officers, employees, and city attorneys shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

In consideration of the CONTRACTOR's indemnity obligations, OWNER specifically agrees to pay the CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of OWNER and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

The indemnity provisions set forth in this Paragraph shall survive termination of this Agreement.

19. **SAFETY** - CONTRACTOR shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing any services on City property.

20. **CORPORATE REPRESENTATIONS BY CONTRACTOR** - CONTRACTOR hereby represents and warrants to the OWNER the following:

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

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

c. CONTRACTOR is duly licensed under all local, state and federal laws to provide the work stated in paragraph 1.0 herein. In support of said representation, CONTRACTOR agrees to provide a copy of all said licenses to the OWNER prior to the execution of this Agreement.

21. **INSURANCE** - During the term of this Agreement, CONTRACTOR shall be responsible for providing the types of insurance and limits of liability as applicable and set forth under this Paragraph. Additionally, all independent contractors or agents employed by CONTRACTOR to perform any services hereunder shall fully comply with the insurance provisions contained in these Contract Documents.

a. The CONTRACTOR shall maintain comprehensive general liability insurance in the minimum amount of $2,000,000 as the combined single limit for each occurrence with a deductible not less than $5,000 unless otherwise approved in writing by the City Manager to protect the CONTRACTOR from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

b. The CONTRACTOR shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

c. The CONTRACTOR shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of $2,000,000 for all of its employees performing Work for the OWNER pursuant to this Agreement. It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and submit proof of same in the form of a certificate of insurance before work is begun. It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

d. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the OWNER by CONTRACTOR upon the Effective Date of this Agreement which satisfied the insurance requirements of this Paragraph 25. Renewal certificates shall be sent to the OWNER 10 days prior to any expiration date. There shall also be a 10-day advance written notification to the OWNER in the event of cancellation or modification of any stipulated insurance coverage. **The OWNER shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies.**

22. **MEDIATION/VENUE** - The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for Brevard County, Florida.

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

24. **ATTORNEY'S FEES** - 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.

25. **NOTICES** - Any notice or approval under this Contract shall be sent, postage prepaid, to the applicable party at the address shown on the first page of this Contract.

26. **WORK IS A PRIVATE UNDERTAKING** - With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the OWNER and CONTRACTOR is such that the CONTRACTOR is an independent contractor and not an agent of the OWNER. The CONTRACTOR, its contractors, partners, agents, and their employees are independent

contractors and not employees of the OWNER. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the OWNER, on one hand, and the CONTRACTOR, its contractors, partners, employees, or agents, during or after the performance of the Work under this Agreement.

27. **DOCUMENTS - Public Records**: It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR and its independent contractors and associates related, directly or indirectly, to this Agreement, may be deemed to be a Public Record whether in the possession or control of the OWNER or the CONTRACTOR. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the OWNER's City Manager. Upon request by the OWNER, the CONTRACTOR shall promptly supply copies of said public records to the OWNER. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the CONTRACTOR be open and freely exhibited to the OWNER for the purpose of examination and/or audit. Failure by CONTRACTOR to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the OWNER upon delivery of a written notice of cancellation. If CONTRACTOR fails to comply with this Section, and the OWNER must enforce this Section, or the OWNER suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to CONTRACTOR's failure to comply with this Section, the OWNER shall collect from CONTRACTOR prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against CONTRACTOR. And, if applicable, the OWNER shall also be entitled to reimbursement of all attorneys' fees and damages which the OWNER had to pay a third party because of the CONTRACTOR's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

The CONTRACTOR acknowledges that the OWNER is a Florida municipal corporation and subject to the Florida Public Records Law. CONTRACTOR agrees that to the extent any document produced by CONTRACTOR under this Agreement constitutes a Public Record; CONTRACTOR shall comply with the Florida Public Records Law.

28. **SOVEREIGN IMMUNITY** - The OWNER 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 OWNER's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the OWNER's potential liability under state or federal law. CONTRACTOR agrees that OWNER shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, OWNER 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.

29. **HEADINGS** - Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

30. **INTEGRATION; MODIFICATION** - 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. Modifications of this Agreement shall only be made in writing signed by both parties.

31. **WAIVER AND ELECTION OF REMEDIES** - 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. 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. 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.

32. **NOTICE** - Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For CONTRACTOR:

Hawkins Inc.
Attn: Raymond Pool / Regional Manager
2263 Clark St.
Apopka, FL 32703
P: 800-330-1369
E: chuck.pool@hawkinsinc.com

For OWNER:

City of Cocoa
Attn: City Manager and Utilities – Dyal Water Treatment Manager
65 Stone Street
Cocoa, FL 32922

Either party may change the notice address by providing the other party written notice of the change. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

33. **CONFLICT OF INTEREST**.

a. The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the OWNER or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the OWNER's Personnel Policies.

b. The CONTRACTOR hereby certifies that no officer, agent or employee of the OWNER has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this CONTRACT.

c. Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the OWNER pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

34. **ADDITIONAL ASSURANCES**.

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 Work required by this Agreement by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive), 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 OWNER; and

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

35. **FEDERALLY FUNDED PROJECTS (As Applicable)** – For Work that will be funded in whole or in part by federal funds, the following provisions shall apply, as required by Section 200.326, Code of Federal Regulations:

a. *Equal Employment Opportunity.* During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary

of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. *Compliance with the Davis-Bacon Act*

(1) The Contractor will comply with the David-Bacon Act (40 U.S.C. 3141 – 3144 and 3146 – 3148) as supplemented by the Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which are incorporated herein by reference.

(2) In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. The Contractor shall pay wages not less than once a week.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

c. *Compliance with the Copeland "Anti-Kickback" Act*

(1) The Contractor will comply with the Copeland "Anti-Kickback" Act (40 U.S.C 3145) as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors or Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which are incorporated herein by reference.

(2) The Contractor and each subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

d. *Compliance with the Contract Work Hours and Safety Standards Act*

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal

contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

e. *Rights to Inventions Made Under a Contract or Agreement.*

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the City or Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City or Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the federal awarding agency.

f. *Clean Air Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance.

g. *Federal Water Pollution Control Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

h. *Suspension and Debarment*

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

i. *Byrd Anti-Lobbying Amendment*

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(If applicable)*

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or

employee of an 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, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this 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.

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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. The Contractor, Hawkins Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

Raymond Pool / Regional Manager_____
Name and Title of Contractor's Authorized Official

2-18-2021
Date

j. *Procurement of Recovered Materials*

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

k. *Access to Records*

The following access to records requirements applies to this contract:

(1) The Contractor agrees to provide the City, the State of Florida, the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the federal awarding agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

l. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that federal financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

m. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

n. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. 21-10-COC)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF COCOA

By: _____
Stockton Whitten, City Manager

Date: _____

ATTEST:

_____
Carie Shealy, City Clerk

CONTRACTOR

HAWKINS INC._____

By: _____
Print name/title: Raymond Pool / Regional Manager___

Date: 2-18-2021

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of (✓) physical presence or (___) online notarization, this 18th day of February, 2021, by Raymond Pool, the Regional Manager of Hawkins, Inc., who is personally known to me or who produced N/A as identification and who did take an oath.

_____
(Notary Public Signature)

Notary Public State of Florida
Brandon Rice
My Commission GG 968157
Expires 03/11/2024

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/4/2021

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 Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416	**CONTACT NAME:** Krista (Bundy) Sanborn **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** krista.bundy@marshmma.com
INSURED HAWKIINC Hawkins, Inc. 2381 Rosegate Roseville, MN 55113	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Nautilus Insurance Company — 17370 **INSURER B :** Aspen Speciality Insurnace Company — 10717 **INSURER C :** Great Divide Insurance Company — 25224 **INSURER D :** The Ins Co of the State of Pennsylvania — 19429 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 275916902 **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** [ ] CLAIMS-MADE [X] OCCUR X Products Poll GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			GLP203306910	9/30/2020	9/30/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 25,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
C	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY X MCS-90 X CA 99 48			BAP203306810	9/30/2020	9/30/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) BI/PD Deductible	$ 1,000,000 $ $ $ $ 25,000
A	[ ] **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 0			FFX203307010	9/30/2020	9/30/2021	EACH OCCURRENCE AGGREGATE 	$ 15,000,000 $ 15,000,000 $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC014220495	9/30/2020	9/30/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A B D	Pollution Liability (Primary) Pollution Liability (Excess) Work Comp (CA only)			SSP201587911 EXAFVXW18 WC014220496	9/30/2018 9/30/2018 9/30/2020	9/30/2021 9/30/2021 9/30/2021	Total Limit with primary and excess Employers Liability	$25,000,000 Occ $25,000,000 Agg $1M/$1M/$1M

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

This insurance is issued pursuant to the Minnesota surplus lines insurance act. The insurer is an eligible surplus lines insurer but is not otherwise licensed by the State of Minnesota. In case of insolvency, payment of claims is not guaranteed. Companies A & B are subject to statutes and regulations of surplus lines carriers.

Re: Dyal Water Treatment Plant.
Certificate Holder is included as Additional Insured as required by written contract or agreement limited to the General Liability coverage.

CERTIFICATE HOLDER

City of Cocoa
375 N Cocoa Blvd.
Cocoa, FL 32822

CANCELLATION

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

Reesa Smyth

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RESOLUTION NO. 2021-028

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2021; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2020, and ending on September 30, 2021, at a Regular meeting held on September 23, 2020; and

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

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

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

SECTION 1. The 2020-2021 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 13th day of April, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2021 - 21-062-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER

REQUESTING DEPARTMENT #: UT/Dyal 4020 DATE PREPARED: 03/16/21

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 60,000)	421-4020-536.46-00		Repairs & Maintenance	$ 0	$ 0	($ 60,000)	$ 0
($ 27,333)	421-4020-536.52-09		Chemicals	$ 0	$ 0	($ 27,333)	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 87,333)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 87,333	421-4020-536.52-09	DYCH16	Chemicals	$ 0	$ 0	$ 87,333	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 87,333	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The Dyal WTP is switching to Ammonium Sulfate as part of the CCRIP; this switch should occur around the May/June 2021 time frame. The Dyal WTP is finalizing a contract with Hawkins Inc. to purchase the chemical. Staff is requesting to transfer $60,000.00 from 421-4020-536.46-00 and use the unencumbered amount of $27,333.00 in 421-4020-536-52-09 to pay for the Ammonium Sulfate for the remainder of FY 2021 out of account 421-4020-536.52-09. Agenda 21- 188. Going to City Council on 4/13/21

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 04/13/21 *RESOLUTION #:*

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

3/16/21	Sean McFarland Digitally signed by Sean McFarland Date: 2021.03.16 11:36:19 -04'00'	3/16/21	Colleen Campbell Digitally signed by Colleen Campbell Date: 2021.03.16 15:03:15 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
3/16/21	John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2021.03.16 13:20:28 -04'00'	3/22/21	Lora Howell Digitally signed by Lora Howell Date: 2021.03.22 10:13:23 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/18/20 - IT

Legislation Details (With Text)

File #:	21-275	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	3/31/2021			**In control:**	City Council
On agenda:	4/13/2021			**Final action:**	
Title:	Approve entry into multi-year agreement with Kronos for the Workforce Telestaff application. Request Council grant the City Manager authorization to approve annual renewals and to issue the related purchase orders. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Cocoa Fire Dept WF TeleStaff SaaS Agreement Countersigned.pdf City of Cocoa Fire Dept WF TeleStaff SaaS SMB Countersigned.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 31, 2021
Agenda Date: April 13, 2021
Prepared By: Jonathan Lamm, Fire Chief
Through: Jonathan Lamm, Fire Chief
Requested Action:
Approve entry into multi-year agreement with Kronos for the Workforce Telestaff application. Request Council grant the City Manager authorization to approve annual renewals and to issue the related purchase orders.

BACKGROUND:

Currently the Fire Department performs staffing and timesheets manually, a paper-based process which is time consuming and prone to erroneous entry. The automated tools of Kronos® Workforce TeleStaff, provides template schedules, roster, tracks employee certifications and qualifications. It also automatically relays scheduling communications and supports different parameters and set rules for various departments. By using this application, it will help the organization become efficient in time keeping, staffing, and tracking of essential personnel and work hours more accurately. The use of Telestaff will help the organization adequately serve the community as well protect our personnel. The cost of this purchase is a one-time cost of $10,000 and an additional $9,120 per year for licensing. The initial term of the contract is for three (3) years, with two (2) additional one-year renewals.

STRATEGIC PLAN CONNECTION:

Public Safety - Reducing and eliminating the City's exposure to hazard impacts through effective planning, targeted funding, and hazard mitigation helps to reduce the loss of life, human suffering, and property damage.

BUDGETARY IMPACT:

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

Amount Requested	$19,120.00
Account Number	_001-2201-522.56-15
Account Name	_IT-Related Operations EXP

:

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

Approve entry into multi-year agreement with Kronos for the Workforce Telestaff application. Request Council grant the City Manager authorization to approve annual renewals and to issue the related purchase orders.

WORKFORCE CENTRAL - SOFTWARE AS A SERVICE
TERMS AND CONDITIONS

Customer and Kronos Incorporated ("Kronos") agree that the terms and conditions set forth below shall apply to the Kronos supply of the commercially available version of the Workforce Central SaaS Applications in Kronos' hosting environment, the services related thereto, and the sale or rental of Equipment (if any) specified on a Kronos Order Form. The Applications described on the Order Form shall be delivered by means of Customer's permitted access to the Kronos infrastructure hosting such Applications.

Kronos and Customer hereby further agree that Kronos and/or its direct and indirect majority owned subsidiaries may enter into orders with Customer and/or its direct and indirect majority owned subsidiaries subject to the terms and conditions of this Agreement. By signing and entering into an Order Form that expressly references this Agreement, each such subsidiary of Kronos and/or Customer will be deemed to have agreed to be bound by the terms and conditions of this Agreement and all references in this Agreement to "Kronos" shall be references to the applicable Kronos entity entering into the order, and all references in this Agreement to "Customer" shall be references to the applicable Customer entity entering into the order.

1. DEFINITIONS

"Acceptable Use Policy" means the Kronos policy describing prohibited uses of the Services as further described at: https://www.kronos.com/policies/acceptable-use

"Agreement" means these terms and conditions and the Order Form(s).

"Application(s)" or **"SaaS Application(s)"** means those Kronos software application programs set forth on an Order Form which are made accessible for Customer to use under the terms of this Agreement.

"Billing Start Date" means the date the billing of the Monthly Service Fees begin to accrue as indicated on the applicable Order Form. Notwithstanding, Implementation Services provided on a time and material basis are billed monthly as delivered. The Billing Start Date of the Monthly Service Fees for any Services ordered by Customer after the date of this Agreement which are incremental to Customer's then-existing Services shall be the date the applicable Order Form is executed by Kronos and Customer.

"Cloud Services" means those services related to Customer's cloud environment as further described at: http://www.kronos.com/products/workforce-central-cloud/cloud-guidelines.aspx

"Confidential Information" means any non-public information of a party or its Suppliers relating to such entity's business activities, financial affairs, technology, marketing or sales plans that is disclosed pursuant to this Agreement and reasonably should have been understood by the receiving party, because of (i) legends or other markings, (ii) the circumstances of disclosure or (iii) the nature of the information itself, to be proprietary or confidential to the disclosing party or its Suppliers.

"Customer Content" means all content Customer, or others acting on behalf of or through Customer, posts or otherwise inputs into the Services.

"Documentation" means user manuals published by Kronos relating to the features and functionality of the Applications.

"Equipment" means the Kronos equipment specified on an Order Form.

"Implementation Services" means those professional and educational services provided by Kronos to set up the cloud environment and configure the Applications. Unless otherwise set forth on an Order Form as "a la carte" services (supplemental fixed fee, fixed scope services) or "bill as you go" services (time and material services described in a Statement of Work), Kronos will provide, as part of the Monthly Service Fee for the Applications, the fixed fee, fixed scope Implementation Services described in the Services Implementation Detail set forth at: https://www.kronos.com/wfc-saas-implementation-guideline-details- flat-fee

"Initial Term" means the initial billing term of the Services as indicated on the Order Form. The Initial Term commences on the Billing Start Date. Customer may have access to the Services prior to the commencement of the Initial Term.

"KnowledgePass Content"/"KnowledgePass Education Subscription" have the meanings ascribed in Section 7.5.

"Monthly Service Fee(s)" means the monthly fees described in an Order Form. Monthly Service Fees include fees for usage of the Applications and the Services, Cloud Services as applicable, and Equipment rental, if any. Billing of the Monthly Service Fee(s) commences on the Billing Start Date.

"Order Form" means an order form mutually agreed upon by Kronos and Customer setting forth the items ordered by Customer and to be provided by Kronos, including without limitation the prices and fees to be paid by Customer.

"Personally Identifiable Data" means information concerning individually identifiable employees of Customer that is protected against disclosure under applicable law or regulation.
"Renewal Term" means the renewal billing term of the Services as indicated on the Order Form.
"Services" means (i) the Cloud Services, (ii) accessibility to the commercially available version of the Applications by means of access to the password protected customer area of a Kronos website, and all such services, items and offerings accessed by Customer therein, and (ii) the Equipment rented hereunder, if any.
"Statement of Work", "SOW", "Services Scope Statement" and **"SSS"** are interchangeable terms referring to a written description of the Implementation Services mutually agreed upon by Kronos and Customer and set forth as "bill as you go" services on the Order Form.
"Supplier" means any contractor, subcontractor or licensor of Kronos providing software, equipment and/or services to Kronos which are incorporated into or otherwise related to the Services. Kronos may at its sole discretion replace a Supplier, provided that a change to Supplier will not have a materially adverse effect on the Services delivered by Kronos under this Agreement.
"Term" means the Initial Term and any Renewal Terms thereafter.
"Training Points" has the meaning ascribed to it in Section 7.6 below.

2. TERM

2.1 Billing for the Services commences on the Billing Start Date, and continues for the Initial Term or until terminated in accordance with the provisions hereof. The Customer and Kronos may mutually agree to up to two (2) additional one (1) year terms in accordance with the terms provided in this Agreement.
2.2 Either party may terminate the Services and the Agreement upon a material breach of the Agreement by the other party if such breach is not cured within thirty (30) days after receipt of written notice.
2.3 In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, commences a case under applicable bankruptcy laws, or files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to provide adequate assurances, in the requesting party's reasonable discretion, within ten (10) days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other party.
2.4 If the Agreement is terminated for any reason:
(a) Customer shall pay Kronos within thirty (30) days of such termination, all fees accrued and unpaid under this Agreement prior to the effective date of such termination, provided however, if Customer terminates for material breach of the Agreement by Kronos, Kronos shall refund Customer any pre-paid fees for Services not delivered by Kronos;
(b) Customer's right to access and use the Applications shall be revoked and be of no further force or effect and return rented Equipment as provided in Section 9.1 below;
(c) Customer agrees to timely return all Kronos-provided materials related to the Services to Kronos at Customer's expense or, alternatively, destroy such materials and provide Kronos with an officer's certification of the destruction thereof; and
(d) All provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.
2.5 Customer Content shall be available to Customer to retrieve at any time and at no additional charge throughout the Term and shall be delivered by Kronos to the Customer within thirty (30) days after expiration or termination of the Agreement for any reason. After such time period, Kronos shall have no further obligation to store or make available the Customer Content. Kronos will delete Customer Content after Customer's rights to access the Services have ended and delivery of Customer Content has been achieved.

3. FEES AND PAYMENT

3.1 Customer shall pay Kronos the Monthly Service Fees, the fees for the Implementation Services and any additional one time or recurring fees for Equipment, Training Points, KnowledgePass Education Subscription and such other Kronos offerings, all as set forth on the Order Form. The Monthly Service Fees will be invoiced on the frequency set forth on the Order Form ("**Billing Frequency**"). If Customer and Kronos have signed a Statement of Work for the Implementation Services, Implementation Services will be invoiced monthly as delivered unless otherwise indicated on the Order Form. If Kronos is providing Implementation Services in accordance with the Services Implementation Guideline or as "a la carte" services on the Order Form, Kronos will invoice Customer for Implementation Services in advance of providing such Implementation Services unless otherwise indicated on the Order Form. All other Kronos offerings will be invoiced upon execution of the applicable Order Form by Kronos and Customer. Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes. All payments shall be sent to the attention of Kronos as specified on the invoice. Except as expressly set forth in this Agreement, all amounts paid to Kronos are non-refundable. Customer is responsible for all

applicable federal, state, country, provincial or local taxes relating to the goods and services provided by Kronos hereunder (including without limitation GST and/or VAT if applicable), excluding taxes based on Kronos' income or business privilege.

3.2 If any undisputed amount owing under this or any other agreement between the parties is thirty (30) days or more overdue, Kronos may, without limiting Kronos' rights or remedies, suspend Services until such amounts are paid in full. Kronos will provide at least seven (7) days prior written notice that Customer's account is overdue before suspending Services.

3.3 At the later of (i) one (1) year after the effective date of this Agreement, or (ii) expiration of the Initial Term, and at each annual anniversary of that date thereafter, Kronos may increase the Monthly Service Fee rates in an amount not to exceed four percent (4%). The increased Monthly Service Fees will be reflected in the monthly invoice following the effective date of such increase without additional notice. For renewals based on the Annual in Advance Billing Frequency, Kronos will provide Customer with the renewal invoice prior to commencement of the Renewal Term and payment will be made by Customer in accordance with the payment terms agreed upon with Customer for the Initial Term.

4. RIGHTS TO USE

4.1 Subject to the terms and conditions of the Agreement, Kronos hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-assignable right to use during the Term and for internal business purposes only: a) the Applications and related services, including the Documentation; b) training materials and KnowledgePass Content; and, c) any embedded third party software, libraries, or other components, which form a part of the Services. The Services contain proprietary trade secret technology of Kronos and its Suppliers. Unauthorized use and/or copying of such technology are prohibited by law, including United States and foreign copyright law. Customer shall not reverse compile, disassemble or otherwise convert the Applications or other software comprising the Services into uncompiled or unassembled code. Customer shall not use any of the third-party software programs (or the data models therein) included in the Services except solely as part of and in connection with the Services. The JBoss® Enterprise Middleware components of the Service are subject to the end user license agreement found at http://www.redhat.com/licenses/jboss_eula.html Customer acknowledges that execution of separate third party agreements may be required in order for Customer to use certain add-on features or functionality, including without limitation tax filing services.

4.2 Customer acknowledges and agrees that the right to use the Applications is limited based upon the amount of the Monthly Service Fees paid by Customer. Customer agrees to use only the modules and/or features for the number of employees and users as described on the Order Form. Customer agrees not to use any other modules or features nor increase the number of employees and users unless Customer pays for such additional modules, features, employees, or users, as the case may be. Customer may not license, relicense or sublicense the Services, or otherwise permit use of the Services (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of Kronos. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of Kronos' licensors or Suppliers, is granted hereunder.

4.3 Customer may authorize its third party contractors and consultants to access the Services through Customer's administrative access privileges on an as needed basis, provided Customer: a) abides by its obligations to protect Confidential Information as set forth in this Agreement; b) remains responsible for all such third party usage and compliance with the Agreement; and c) does not provide such access to a competitor of Kronos who provides workforce management services.

4.4 Customer acknowledges and agrees that, as between Customer and Kronos, Kronos retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein and under any other agreement in writing with Customer, Customer shall not obtain or claim any rights in or ownership interest to the Services or Applications or any associated intellectual property rights in any of the foregoing. Customer agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Customer through the Services.

4.5 When using and applying the information generated by the Services, Customer is responsible for ensuring that Customer complies with applicable laws and regulations. If the Services include the Workforce Payroll Applications or Workforce Absence Management Applications: (i) Customer is solely responsible for the

content and accuracy of all reports and documents prepared in whole or in part by using these Applications, (ii) using these Applications does not release Customer of any professional obligation concerning the preparation and review of any reports and documents, (iii) Customer does not rely upon Kronos, Best Software, Inc. or these Applications for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Customer will review any calculations made by using these Applications and satisfy itself that those calculations are correct.

5. ACCEPTABLE USE

5.1 Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement. Customer is responsible for all activities undertaken under the auspices of its passwords and other login credentials to use the Services.

5.2 Customer represents and warrants to Kronos that Customer has the right to publish and disclose the Customer Content in connection with the Services. Customer represents and warrants to Kronos that the Customer Content will comply with the Acceptable Use Policy.

5.3 Customer will not (a) use, or allow the use of, the Services in contravention of the Acceptable Use Policy.

5.4 Kronos may suspend the Services immediately upon written notice in the event of any security risk, negative impact on infrastructure or Acceptable Use Policy violation.

6. CONNECTIVITY AND ACCESS

Customer acknowledges that Customer shall (a) be responsible for securing, paying for, and maintaining connectivity to the Services (including any and all related hardware, software, networking, internet access, third party services and related equipment and components); and (b) provide Kronos and Kronos' representatives with such physical or remote access to Customer's computer and network environment as Kronos deems reasonably necessary in order for Kronos to perform its obligations under the Agreement. Customer will make all necessary arrangements as may be required to provide access to Customer's computer and network environment if necessary, for Kronos to perform its obligations under the Agreement.

7. IMPLEMENTATION AND SUPPORT

7.1 *Implementation Services.* Kronos will provide the Implementation Services to Customer. Implementation Services described in an SOW are provided on a time and materials basis, billed monthly as delivered unless otherwise indicated on the Order Form. Implementation Services described in the Services Implementation Guideline are provided on a flat fee basis. If Customer requests additional Implementation Services beyond those described in the Services Implementation Guideline, Kronos will create a change order for Customer's review and approval and any additional Implementation Services to be provided by Kronos will be billed as delivered at the then-current Kronos professional services rates. Kronos' configuration of the Applications will be based on information and workflows that Kronos obtains from Customer during the discovery portion of the implementation. Customer shall provide Kronos with all necessary and accurate configuration-related information in a timely manner to ensure that mutually agreed implementation schedules are met. In the event that Kronos is required to travel to Customer's location during the implementation, Customer agrees to pay any travel expenses, such as airfare, lodging, meals and local transportation, plus an administrative fee of ten percent (10%) of the amount of such travel expenses, incurred by Kronos in accordance with the then-current standard Kronos travel and expense policies, which Kronos will provide to Customer upon request. Kronos shall invoice Customer for such travel expenses and payment thereof shall be due net thirty (30) days from date of invoice. Kronos' then-current Professional/Educational Services Policies shall apply to all Implementation Services provided by Kronos and may be accessed at: http://www.kronos.com/Support/ProfessionalServicesEngagementPolicies.htm ("Professional Services Policies"). In the event of a conflict between the Professional Services Policies and this Agreement, the terms of this Agreement shall prevail.

7.2 *Additional Services.* Customer may engage Kronos to provide other services which may be fixed by activity ("a la carte") or provided on a time and materials basis ("bill as you go") as indicated on the applicable Order Form.

7.3 *Support.* Kronos will provide 24x7 support for the cloud infrastructure, the availability to the cloud environment, and telephone support for the logging of functional problems and user problems. Customer may log questions online via the Kronos Customer Portal. As part of such support, Kronos will make updates to the Services available to Customer at no charge as such updates are released generally to Kronos' customers. Customer agrees that Kronos may install critical security patches and infrastructure updates automatically as part of the Services. Kronos' then-current Support Services Policies shall apply to all Support Services provided by Kronos and may be accessed at:

http://www.kronos.com/Support/SupportServicesPolicies.htm ("**Support Policies**"). In the event of a conflict between the Support Policies and this Agreement, the terms of this Agreement shall prevail.

7.4 *Support Services for Equipment*. Provided Customer has purchased support services for the Equipment, the following terms shall apply (Depot Exchange support services for rented Equipment are included in the rental fees for such Equipment):

(a) Customer may select, as indicated on an Order Form, an Equipment Support Services option offered by the local Kronos entity responsible for supporting the Equipment if and as such offerings are available within the Kronos territory corresponding to the Equipment's location. Kronos shall provide each Equipment Support Services offering as specified herein.

(i) Depot Exchange and Depot Repair. If Customer has selected Depot Exchange or Depot Repair Equipment Support Services, the following provisions shall apply: Upon the failure of installed Equipment, Customer shall notify Kronos of such failure and Kronos will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by Kronos to be Equipment related shall be dispatched to a Kronos Depot Repair Center, and Customer will be provided with a Return Material Authorization Number (RMA) for the failed Equipment if Customer is to return the failed Equipment to Kronos, as reasonably determined by Kronos. Customer must return the failed Equipment with the supplied RMA number. Hours of operation, locations and other information related to Kronos' Depot Repair Centers are available upon request and are subject to change. Return and repair procedures for failed Equipment shall be provided based on the Depot option - Depot Exchange or Depot Repair - selected by Customer on the applicable Order Form and as specified herein and in Kronos' then-current Support Services Policies. Service packs for the Equipment (as described in subsection (ii) below) are included in both Depot Exchange and Depot Repair Support Services.

Depot Exchange: Kronos will provide a replacement for the failed Equipment at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of Kronos' choice. Replacement Equipment will be shipped for delivery to Customer's location as further described in the Support Policies. REPLACEMENT EQUIPMENT MAY BE NEW OR RECONDITIONED. Customer shall specify the address to which the Equipment is to be shipped. All shipments will include the Kronos provided RMA designating the applicable Kronos Depot Repair Center, as the recipient. Customer, upon receipt of the replacement Equipment from Kronos, shall package the defective Equipment in the materials provided by Kronos, with the RMA supplied and promptly return failed Equipment directly to Kronos.

Depot Repair: Upon failure of installed Equipment, Customer shall install a Spare Product (as defined below) to replace the failed Equipment. Customer shall then return the failed Equipment, with the required RMA, to the applicable Kronos Depot Repair Center. Customer shall make reasonable efforts to return the failed Equipment using the same or substantially similar packing materials in which the original Equipment was sent. Customer shall also specify the address to which the repaired Equipment should be return shipped. Upon receipt of the failed Equipment, Kronos shall repair the failed Equipment and ship it, within ten (10) business days after receipt, to Customer. Kronos shall ship the repaired Equipment by regular surface transportation to Customer.

(ii) Device Software Updates Only. If Customer has selected Device Software Equipment Support Services, Customer shall be entitled to receive:

(A) Service packs for the Equipment (which may contain system software updates, firmware updates, security updates, and feature enhancements) available for download at Kronos' customer portal. Service packs for the Equipment are not installed by the Kronos Depot Repair Center but are available for download at Kronos' customer portal, provided Customer is maintaining the Equipment under an annual Equipment Support Services plan with Kronos.; and

(B) Access to the Kronos Support Services Center for the logging of requests for assistance downloading service packs for the Equipment.

(b) *Warranty*. Kronos warrants that all service packs and firmware updates provided under this Agreement shall perform in accordance with the Kronos published specifications in all material respects for a period of ninety (90) days after download by Customer. In the event of a breach of this warranty, Customer's exclusive remedy shall be Kronos' repair or replacement of the deficient service pack(s) or firmware update(s), at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the specifications.

(c) *Responsibilities of Customer*. It is Customer's responsibility to purchase and retain, at Customer's location and at Customer's sole risk and expense, a sufficient number of spare products ("**Spare Products**") to allow Customer to replace failed Equipment at Customer's locations in order for Customer to continue its operations while repairs are being performed and replacement Equipment is being shipped to Customer. For each of the Depot Exchange and Depot Repair Equipment Support Services options, Customer agrees that it

shall return failed Equipment promptly as the failures occur and that it shall not hold failed Equipment and send failed Equipment to Kronos in "batches" which shall result in a longer turnaround time to Customer. In addition, Customer agrees to:

(i) Maintain the Equipment in an environment conforming to the Kronos published specifications for such Equipment;

(ii) Not perform self-repairs on the Equipment (i.e., replacing components) without prior written authorization from Kronos;

(iii) De-install all failed Equipment and install all replacement Equipment in accordance with Kronos' written installation guidelines;

(iv) Ensure that the Equipment is returned to Kronos properly packaged; and

(v) Obtain an RMA before returning any Equipment to Kronos and place the RMA clearly and conspicuously on the outside of the shipping package. Customer may only return the specific Equipment authorized by Kronos when issuing the RMA.

(d) *Delivery*. All domestic shipments within the United States are FOB Destination to/from Customer and Kronos with the shipping party bearing all costs and risks of loss, and with title passing upon delivery to the identified destination. All international shipments from Kronos to Customer are DAP (Incoterms 2010) to the applicable Customer location, and are DDP (Incoterms 2010) to the applicable Kronos Depot Repair Center when Customer is shipping to Kronos, and with title passing upon delivery to the identified destination. Customer is responsible for all duties and taxes when sending Equipment to Kronos.

7.5 *KnowledgePass Education Subscription*. When KnowledgePass Education Subscription is purchased on an Order Form (i.e., not indicated as "Included" in the Monthly Service Fees), Kronos will provide Customer with the KnowledgePass Education Subscription for a period of one (1) year from execution of the Order Form. Kronos will send Customer a renewal invoice for renewal of the KnowledgePass Education Subscription, and the KnowledgePass Education Subscription shall renew for an additional one (1) year term if Customer pays such invoice before the end of the then-current term for the KnowledgePass Education Subscription. The KnowledgePass Education Subscription provides access to certain educational offerings provided by Kronos (the "**KnowledgePass Content**"). Customer recognizes and agrees that the KnowledgePass Content is copyrighted by Kronos. Customer is permitted to make copies of the KnowledgePass Content provided in *pdf form solely for Customer's internal use. Customer may not disclose such KnowledgePass Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the KnowledgePass Content without the written consent of Kronos, provided that Customer may download and modify contents of training kits solely for Customer's internal use.

7.6 *Training Points*. "**Training Points**" are points which are purchased by Customer that may be redeemed for an equivalent value of instructor-led training sessions offered by Kronos. Training Points may be redeemed only during the Term but only prior to the date which is no more than twelve (12) months after the date of the Order Form pursuant to which the Training Points were acquired, after which time such Training Points shall expire and be of no value. Training Points may not be exchanged for other Kronos products or services.

7.7 *Training Courses*. When Training Points or training sessions are set forth in an SSS, the SSS applies. When Training Points or training sessions are not set forth in an SSS, as part of the Services, for each SaaS application module included in the Services purchased by Customer, Customer's employees shall be entitled to attend, in the quantity indicated, the corresponding training courses set forth at: www.kronos.com/products/workforce-central-saas/training-guidlines.aspx
Participation in such training courses is limited to the number of seats indicated for the courses corresponding to the modules forming a part of the Services purchased by Customer.

7.8 *Technical Account Manager*. Customers purchasing a Kronos Technical Account Manager ("**TAM**") as indicated on the Order Form shall receive the services of a dedicated, but not exclusive, TAM for one production instance of the Software. Customer will designate up to two primary and three secondary backup technical contacts ("**Technical Contacts**") to be the sole contacts with the TAM. Upon request, Customer may designate a reasonable number of additional and/or backup Technical Contacts. Customer is required to place all primary Technical Contacts through Kronos training for the Applications covered under this Agreement at Customer's expense.

8. CUSTOMER CONTENT

Customer shall own all Customer Content. Kronos acknowledges that all of the Customer Content is deemed to be the Confidential Information of Customer. Customer will ensure that all Customer Content conforms with the terms of this Agreement and applicable law. Kronos and its Suppliers may, but shall have no obligation to, access and monitor Customer Content from time to time to provide the Services and to ensure

compliance with this Agreement and applicable law. Customer is solely responsible for any claims related to Customer Content and for properly handling and processing notices that are sent to Customer regarding Customer Content.

9. EQUIPMENT

If Customer purchases or rents Equipment from Kronos, a description of such Equipment (model and quantity), the applicable pricing, and delivery terms shall be listed on the Order Form.

9.1 *Rented Equipment.* The following terms apply only to Equipment Customer rents from Kronos:

(a) Rental Term and Warranty Period. The term of the Equipment rental and the "Warranty Period" for such Equipment shall run coterminously with the Term of the other Services provided under the Agreement.

(b) Insurance. Customer shall insure the Equipment for an amount equal to the replacement value of the Equipment for loss or damage by fire, theft, and all normal extended coverage at all times. No loss, theft or damage after shipment of the Equipment to Customer shall relieve Customer from Customer's obligations under the Agreement.

(c) Location/Replacement. Customer shall not make any alterations or remove the Equipment from the place of original installation without Kronos' prior written consent. Kronos shall have the right to enter Customer's premises to inspect the Equipment during normal business hours. Kronos reserves the right, at its sole discretion and at no additional cost to Customer, to replace any Equipment with newer or alternative technology Equipment as long as the replacement Equipment at least provides the same level of functionality as that being replaced.

(d) Ownership. All Equipment shall remain the property of Kronos. All Equipment is, and at all times shall remain, separate items of personal property, notwithstanding such Equipment's attachment to other equipment or real property. Customer shall not sell or otherwise encumber the Equipment. Customer shall furnish any assurances, written or otherwise, reasonably requested by Kronos to give full effect to the intent of terms of this paragraph (d).

(e) Equipment Support. Kronos shall provide to Customer the Equipment support services described in Section 7.

(f) Return of Equipment. Upon termination of the Agreement or the applicable Order Form, Customer shall return, within thirty (30) days of the effective date of termination and at Customer's expense, the Equipment subject to this Section 9.1. Equipment will be returned to Kronos in the same condition as and when received, reasonable wear and tear excepted. If Customer fails to return Equipment within this time period, upon receiving an invoice from Kronos, Customer shall pay Kronos the then list price of the unreturned Equipment.

9.2 *Purchased Equipment.* The following terms apply only to Equipment Customer purchases from Kronos:

(a) Title and Warranty Period. When the Order Form indicates FOB – Shipping Point, title to the Equipment passes to Customer upon delivery to the carrier; for all other shipping terms, title passes upon delivery to Customer. The "**Warranty Period**" for the Equipment shall be for a period of 90 days from such delivery (unless otherwise required by law).

(b) Kronos shall provide to Customer the Equipment support services described in this Agreement if purchased separately by Customer as indicated on the applicable Order Form. If purchased, Equipment support services have a term of one (1) year commencing upon expiration of the Warranty Period. Equipment support services will be automatically extended for additional one (1) year terms on the anniversary of its commencement date ("Renewal Date"), unless either party has given the other thirty (30) days written notification of its intent not to renew. Kronos may change the annual support charges for Equipment support services effective at the end of the initial one (1) year term or effective on the Renewal Date, by giving Customer at least thirty (30) days prior written notification.

9.3 *Equipment with Finger Scan Sensor Technology.* The following terms apply only to any Equipment with finger scan sensor technology purchased by Customer from Kronos or a Kronos reseller ("Finger Scan Equipment"):

(a) To the extent that any biometric privacy laws may apply to Customer's use of the Finger Scan Equipment, Customer warrants that they will comply with any such laws prior to commencing use of the Finger Scan Equipment and will remain in compliance at all times. Customer further warrants that, if required by law, prior to such use it will (i) obtain signed releases from employees consenting to the use of the Finger Scan Equipment for employee timekeeping purposes and (ii) issue policies made available to their employees and the public regarding its retention and destruction of the Finger Scan data. Customer further warrants that it will ensure that any releases, consents, or policies, as required by applicable law, will by their terms expressly apply to Kronos and its authorized subcontractors.

(b) Customer agrees to defend, hold harmless and indemnify Kronos, its employees, directors, parent, subsidiaries and authorized partners and subcontractors (collectively, "Kronos Indemnitees") for any claims,

damages, penalties or fines asserted or awarded against a Kronos Indemnitee arising out of or relating to Customer's breach of any of the foregoing warranties in Section 9.3(a) above. Upon receipt of such notice, the Customer shall assume sole control of the defense and settlement of such claim; provided that (i) Kronos will be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim, on a monitoring and a non-controlling basis; (ii) Customer shall not settle any claim on any terms or in any manner that adversely affects the rights of Kronos without its prior written consent; and (iii) Kronos will provide reasonable cooperation and assistance at Customer's sole cost and expense.

10. SERVICE LEVEL AGREEMENT

Kronos shall provide the service levels and associated credits, when applicable, in accordance with the Service Level Agreement attached hereto as Exhibit A and which is hereby incorporated herein by reference. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY SERVICE OUTAGE OR INTERRUPTION OF THE SERVICES OR FAILURE BY KRONOS TO MEET THE TERMS OF THE APPLICABLE SERVICE LEVEL AGREEMENT, SHALL BE THE REMEDIES PROVIDED IN EXHIBIT A. Upon written notice to Kronos, Customer may terminate the Agreement, without penalty, in the event that Kronos fails to meet the Application Availability level of 96.75% for three (3) months during any rolling twelve (12) month period.

11. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

11.1 Kronos represents and warrants to Customer that the Applications, under normal operation as specified in the Documentation and when used as authorized herein, will perform substantially in accordance with such Documentation during the Term.

11.2 Kronos' sole obligation and Customer's sole and exclusive remedy for any breach of the foregoing warranty is limited to Kronos' reasonable commercial efforts to correct the non-conforming Applications at no additional charge to Customer. In the event that Kronos is unable to correct material deficiencies in the Services arising during the Warranty Period, after using Kronos' commercially reasonable efforts to do so, Customer shall be entitled to terminate the then remaining Term of the Agreement as Customer's sole and exclusive remedy. Kronos' obligations hereunder for breach of warranty are conditioned upon Customer notifying Kronos of the material breach in writing and providing Kronos with sufficient evidence of such non-conformity to enable Kronos to reproduce or verify the same.

11.3 Kronos warrants to Customer that each item of Equipment shall be free from defects in materials and workmanship during the Warranty Period. In the event of a breach of this warranty, Customer's sole and exclusive remedy shall be Kronos' repair or replacement of the deficient Equipment, at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the Documentation for such Equipment. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) in the event of:

(a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including without limitation modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;

(b) failure of Customer to provide and maintain a suitable installation environment, as specified in the published specifications for such Equipment; or

(c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

EXCEPT AS PROVIDED FOR IN THIS SECTION 11, KRONOS HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTIES AND REPRESENTATIONS RELATING TO THE SERVICES, EXPRESS OR IMPLIED, ORAL OR IN WRITING, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT MAY OTHERWISE ARISE PURSUANT TO ANY STATUTE, CODE, COMMON LAW OR JUDICIAL DECISION. THE SERVICES ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, KRONOS MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF THE SERVICES, THE SAAS APPLICATIONS OR THE EQUIPMENT NOR ANY RESULTS TO BE ACHIEVED THEREFROM.

12. DATA SECURITY AND PRIVACY

12.1 As part of the Services, Kronos shall provide those administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer data as described at:

http://www.kronos.com/products/workforce-central-cloud/cloud-guidelines.aspx

12.2 As between Customer and Kronos, all Personally Identifiable Data is Customer's Confidential Information and will remain the property of Customer. Customer represents that to the best of Customer's knowledge such Personally Identifiable Data supplied to Kronos is accurate. Customer hereby consents to the use, processing or disclosure of Personally Identifiable Data by Kronos and Kronos' Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for Kronos to carry out Kronos' duties and responsibilities under the Agreement or as required by law.

12.3 Prior to initiation of the Services under the Agreement and on an ongoing basis thereafter, Customer agrees to provide notice to Kronos of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Customer's industry and which could be imposed on Kronos as a result of provision of the Services. Customer will ensure that: (a) the transfer to Kronos and storage of any Personally Identifiable Data by Kronos or Kronos' Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Customer will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

12.4 Kronos will notify Customer in accordance with applicable laws upon becoming aware of an unauthorized access of Customer Content.

12.5 Customer agrees that Kronos may use sub-processors to fulfill its contractual obligations under the Agreement. The list of sub-processors that are engaged by Kronos to carry out processing activities on Customer Content on behalf of Customer can be found at: https://www.kronos.com/workforce-central-cloud/subprocessors

13. INDEMNIFICATION

13.1 Kronos shall defend Customer and its respective directors, officers, officials and employees (collectively, the "**Customer Indemnified Parties**"), from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party (each a "**Claim**") alleging that the permitted uses of the Services infringe or misappropriate any United States or Canadian copyright or patent, and Kronos will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claim by a court of applicable jurisdiction or as a result of Kronos' settlement of such a Claim. In the event that a final injunction is obtained against Customer's use of the Services by reason of infringement or misappropriation of such copyright or patent, or if in Kronos' opinion, the Services are likely to become the subject of a successful claim of such infringement or misappropriation, Kronos, at Kronos' option and expense, will use commercially reasonable efforts to (a) procure for Customer the right to continue using the Services as provided in the Agreement, (b) replace or modify the Services so that the Services become non-infringing but remain substantively similar to the affected Services, and if neither (a) or (b) is commercially feasible, to (c) terminate the Agreement and the rights granted hereunder after provision of a refund to Customer of the Monthly Service Fees paid by Customer for the infringing elements of the Services covering the period of their unavailability.

13.2 Kronos shall have no liability to indemnify or defend Customer to the extent the alleged infringement is based on: (a) a modification of the Services by anyone other than Kronos; (b) use of the Applications other than in accordance with the Documentation for such Service or as authorized by the Agreement; (c) use of the Services in conjunction with any data, equipment, service or software not provided by Kronos, where the Services would not otherwise itself be infringing or the subject of the claim; or (d) use of the Services by Customer other than in accordance with the terms of the Agreement. Notwithstanding the foregoing, with regard to infringement claims based upon software created or provided by a licensor to Kronos or Suppliers, Kronos' maximum liability will be to assign to Customer Kronos' or Supplier's recovery rights with respect to such infringement claims, provided that Kronos or Kronos' Supplier shall use commercially reasonable efforts at Customer's cost to assist Customer in seeking such recovery from such licensor.

13.3 Kronos shall further indemnify, hold harmless, and defend the Customer Indemnified Parties 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 any negligent and/or deliberate act or omission of Kronos, its officers, employees, agents, and representatives. Kronos'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 Kronos against the Customer, and Kronos hereby waives its

entitlement, if any, to immunity under Section 440.11, Florida Statutes, or similar worker's compensation immunity. This waiver has been specifically and mutually negotiated by the parties.

13.4 Customer shall defend Kronos, its Suppliers and their respective directors, officers, employees, agents and independent contractors (collectively, the "**Kronos Indemnified Parties**") from and against any and all Claims, and will indemnify and hold harmless the Kronos Indemnified Parties against liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees), arising out of: (a) employment-related claims arising out of Customer's configuration of the Services; (b) Customer's modification or combination of the Services with other services, software or equipment not furnished by Kronos, provided that such Customer modification or combination is the cause of such infringement and was not authorized by Kronos; or, (c) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise. Kronoswill cooperate fully at Customer's expense with Customer in the defense, settlement or compromise of any such action.

13.5 The Indemnified Party(ies) shall provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party shall be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party shall have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party shall not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other party. The Indemnified Parties shall cooperate fully, at the indemnifying party's request and expense, with the indemnifying party in the defense, settlement, or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

14. LIMITATION OF LIABILITY

14.1 EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, KRONOS AND ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURIES CAUSED BY THE USE OF THE SERVICES OR BY ANY ERRORS, DELAYS, INTERRUPTIONS IN TRANSMISSION, OR FAILURES OF THE SERVICES.

14.2 EXCEPT FOR KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 13 ABOVE, THE TOTAL AGGREGATE LIABILITY OF KRONOS OR KRONOS' SUPPLIERS TO CUSTOMER AND/OR ANY THIRD PARTY IN CONNECTION WITH THE AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES PROVEN BY CUSTOMER, SUCH DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE LIMITS OF KRONOS'S APPLICABLE INSURANCE COVERAGE.

14.3 EXCEPT FOR KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 13 ABOVE, IN NO EVENT SHALL KRONOS OR KRONOS' SUPPLIERS, THEIR RESPECTIVE AFFILIATES, SERVICE PROVIDERS, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICES OR THE AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, WHETHER BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER KRONOS OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.

14.4 EXCEPT WITH RESPECT TO LIABILITY ARISING FROM KRONOS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, KRONOS DISCLAIMS ANY AND ALL LIABILITY, INCLUDING WITHOUT LIMITATION LIABILITY RELATED TO A BREACH OF DATA SECURITY AND CONFIDENTIALITY OBLIGATIONS, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING WITHOUT LIMITATION VIRUSES, TROJAN HORSES, AND WORMS), CUSTOMER'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT, SAAS APPLICATIONS OR SYSTEMS, OR MACHINE ERROR.

15. CONFIDENTIAL INFORMATION

15.1 Each Party shall protect the Confidential Information of the other Party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such Party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither Party shall disclose to third parties the other Party's Confidential Information or use it for any purpose not explicitly authorized herein, without the prior written consent of the other Party. The obligation of confidentiality shall survive for five (5) years after the return of such Confidential Information to the disclosing party or five (5) years after the expiration or termination of the Agreement, whichever is later, as applicable. Notwithstanding anything herein to the contrary, each party acknowledges and agrees that all trade secrets shall be safeguarded by a receiving party as required by this Agreement for so long as such information remains a trade secret pursuant to applicable law.

15.2 Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required: (a) to any subsidiary or affiliate of such Party, or (b) to any consultants, contractors, and counsel who have a need to know in connection with the Agreement and have executed a non-disclosure agreement with obligations at least as stringent as this Section 15, or (c) by law, or by a court or governmental agency, or if necessary in any proceeding to establish rights or obligations under the Agreement; provided, the receiving party shall, unless legally prohibited, provide the disclosing party with reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure. If a party commits, or threatens to commit, a breach of this Section 15, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction.

15.3 This Agreement imposes no obligation upon either Party with respect to the other Party's Confidential Information which the receiving Party can establish: (a) is or becomes generally known through no breach of the Agreement by the receiving party, or (b) is already known or is independently developed by the receiving party without use of or reference to the Confidential Information.

16. EXPORT

Customer understands that any export of the Equipment may require an export license and Customer assumes full responsibility for obtaining such license. Customer must obtain Kronos' prior written consent before exporting the Equipment.

17. GENERAL

17.1 This Agreement shall be governed by and construed in accordance with the laws of the state of Florida. Venue shall only be properly placed in Brevard County, Florida for state court actions and Orlando, Florida for federal actions. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of the Agreement and waive and "opt out" of the Uniform Computer Information Transactions Act (UCITA), or such other similar law.

17.2 The invalidity or illegality of any provision of the Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.

17.3 Customer shall not assign the Agreement or the rights to use the Services without the prior written consent of Kronos and any purported assignment, without such consent, shall be void.

17.4 Neither Party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement (other than a failure to comply with payment obligations) where and to the extent that such failure or delay results from an unforeseeable event beyond a party's reasonable control, including but not limited to, acts of war; acts of nature; earthquake; flood; embargo; riot; sabotage; labor shortage or dispute; changes in government codes, ordinances, laws, rules, regulations or restrictions; failure of the Internet; terrorist acts; failure of data, products or services controlled by any third party, including the providers of communications or network services; utility power failure; material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefor, or lack of or delay in transportation (each a "**Force Majeure Event**"), provided that prompt notice of such failure to perform or 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 of the Force Majeure Event. If any circumstance of a Force Majeure Event remains in effect for sixty days, either party may terminate this Agreement.

17.5 All notices given under the Agreement shall be in writing and sent postage pre-paid, if to Kronos, to the Kronos address on the Order Form, or if to Customer, to the billing address on the Order Form.

17.6 The section headings herein are provided for convenience only and have no substantive effect on the construction of the Agreement.

17.7 The parties agree that if the Agreement is accepted by the parties and that acceptance is delivered via fax or electronically delivered via email or the internet it shall constitute a valid and enforceable agreement.

17.8 This Agreement and any information expressly incorporated by reference herein, together with the applicable Order Form, constitute the entire agreement between the parties for the Services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties. Customer understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general Service or product development direction, potential future Services, products or product enhancements under consideration, Customer is not entitled to any Services, products or product enhancements other than those contained on the Order Form. Customer has not relied on the availability of any future version of the Services (including SaaS Applications or equipment) identified on an Order Form, nor any other future product in executing the Agreement.

18. INSURANCE

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

a. Cyber Liability Insurance. Information Security/Cyber Liability Insurance must include: Internet Media Liability including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least the minimum limits of not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

   Coverage must be maintained in effect during the period of the Agreement and for not less than two (2) years after termination or completion of the Agreement. Information/Cyber Liability Insurance must be written on a "claims-made" basis covering Kronos, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demand and any other payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy

b. General Liability. Kronos 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 Kronos from claims of property damages and personal injury which may arise from any Services performed under this Agreement, whether such Services are performed by Kronos or by anyone directly employed by or contracting with Kronos.

c. Automobile Liability. Kronos 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 Kronos or by anyone directly or indirectly employed by Kronos.

d. Workers' Compensation. Kronos 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.

18.2 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, except professional liability and worker's compensation policies. In the event that Kronos 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 Kronos. Kronos 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. Kronos 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 Kronos in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify Kronos 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, Kronos shall continuously maintain such insurance in the amounts, type and quality as required by the Agreement.

19. PUBLIC RECORDS

Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Kronos 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 Kronos 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 Kronos. 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 Kronos 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 KRONOS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO KRONOS'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.

Kronos is required to and agrees to comply with public records laws. Kronos shall keep and maintain all public records required by the City to perform the services as agreed to herein. Kronos 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. Kronos 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, Kronos shall transfer to the City, at no cost, all public records in possession of the Kronos, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Kronos 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 Kronos 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 Kronos of the request and the Kronos shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Kronos does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Kronos acknowledges that if the Kronos does not provide the public records to the City within a reasonable time, the Kronos may be subject to penalties under Section 119.10, Florida Statutes. The Kronos acknowledges that if a civil action is filed against the Kronos to compel production of public records relating to this Agreement, the court may assess and award against Kronos 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 Kronos, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Kronos 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 Kronos 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 Kronos's failure to comply with this Section, the City shall collect from Kronos prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Kronos. 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 Kronos's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

CUSTOMER AGREES TO THESE TERMS AND CONDITIONS FOR ALL ORDER FORMS FOR THE SERVICES. THE INDIVIDUAL ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO CONTRACTUALLY BIND CUSTOMER.

City of Cocoa, Florida	Kronos Incorporated
Dated: 2/17/2021	Dated:
By:	By:
Name: Stockton Whitten	Name:
Title: City Manager	Title:

EXHIBIT A

SERVICE LEVEL AGREEMENT (SLA)

Service Level Agreement: The Services, in a production environment, are provided with the service levels described in this Exhibit A. SLAs are only applicable to production environments. SLAs will be available upon Customer's signature of Kronos' Go Live Acceptance Form for Customer's production environment.

99.75% Application Availability

Actual Application Availability % = (Monthly Minutes (MM) minus Total Minutes Not Available (TM)) multiplied by 100) and divided by Monthly Minutes (MM), but not including Excluded Events

Service Credit Calculation: An Outage will be deemed to commence when the Applications are unavailable to Customer in Customer's production environment hosted by Kronos and end when Kronos has restored availability of the Applications. Failure to meet the 99.75% Application Availability SLA, other than for reasons due to an Excluded Event, will entitle Customer to a credit as follows:

Actual Application Availability % (as measured in a calendar month)	Service Credit to be applied to Customer's monthly invoice for the affected month
<99.75% to 98.75%	10%
<98.75% to 98.25%	15%
<98.25% to 97.75%	25%
<97.75 to 96.75%	35%
<96.75%	50%

"**Outage**" means the accumulated time, measured in minutes, during which Customer is unable to access the Applications for reasons other than an Excluded Event.

"**Excluded Event**" means any event that results in an Outage and is caused by (a) the acts or omissions of Customer, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Kronos, or its third party suppliers providing the service, including without limitation Customer Content, failures or malfunctions resulting from circuits provided by Customer, any inconsistencies or changes in Customer's source environment, including either intentional or accidental connections or disconnections to the environment; (c) Force Majeure events; (d) expected downtime during the Maintenance Periods described below; (e) any suspension of the Services in accordance with the terms of the Agreement to which this Exhibit A is attached; (f) the unavailability of required Customer personnel, including as a result of failure to provide Kronos with accurate, current contact information; or (g) using an Application in a manner inconsistent with the Documentation for such Application.

"**Maintenance Period**" means scheduled maintenance periods established by Kronos to maintain and update the Services, when downtime may be necessary, as further described below. The Maintenance Period is used for purposes of the Service Credit Calculation; Kronos continuously maintains the production environment on a 24x7 basis to reduce disruptions.

Customer Specific Maintenance Period

1. Customer will choose one of the following time zones for their Maintenance Period:
    a. United States Eastern Standard Time,
    b. GMT/UTC,
    c. Central European Time (CET) or
    d. Australian Eastern Standard Time (AEST).

2. Customer will choose one of the following days of the week for their Maintenance Period:

Saturday, Sunday, Wednesday, or Thursday.

3. Kronos will use up to six (6) hours in any two (2) consecutive rolling months (specifically: January and February; March and April; May and June; July and August; September and October; November and December) to perform Customer Specific Maintenance, excluding any customer requested Application updates. Downtime in excess of these six (6) hours will be deemed to be an Outage.

4. Customer Specific Maintenance will occur between 12am-6am during Customer's selected time zone.

5. Excluding any customer requested Application updates, Kronos will provide notice for planned downtime via an email notice to the primary Customer contact at least seven (7) days in advance of any known downtime so planning can be facilitated by Customer.

6. Customer Specific Maintenance Windows also include additional maintenance windows mutually agreed upon by Customer and Kronos.

7. In absence of instruction from Customer, Kronos will by default perform Maintenance in the time zone where the Data Center is located.

Non-Customer Specific Maintenance Period

Kronos anticipates non-Customer Specific Maintenance to be performed with no or little (less than three hours per month) Customer downtime. If for any reason non-Customer Specific Maintenance requires downtime, Kronos will provide as much notice as reasonably possible of the expected window in which this will occur. Downtime in excess of three (3) hours per month for Non-Customer Specific Maintenance will be deemed to be an Outage.

"**Monthly Minutes (MM)**" means the total time, measured in minutes, of a calendar month commencing at 12:00 am of the first day of such calendar month and ending at 11:59 pm of the last day of such calendar month.

"**Total Minutes Not Available (TM)**" means the total number of minutes during the calendar month that the Services are unavailable as the result of an Outage.

Reporting and Claims Process: Service Credits will not be provided if: (a) Customer is in breach or default under the Agreement at the time the Outage occurred; or (b) the Outage results from an Excluded Event.

Kronos will provide Customer with an Application Availability report on a monthly basis for each prior calendar month. Kronos will automatically apply any service credits due to the Customer account within 30 days of sending the Application Availability report. All performance calculations and applicable Service Credits are based on Kronos records and data unless Customer can provide Kronos with clear and convincing evidence to the contrary.

The Service Level Agreements in this Exhibit, and the related Service Credits, apply on a per production environment basis. For the avoidance of doubt, Outages in one production environment may not be added to Outages in any other production environment for purposes of calculating Service Credits.

Customer acknowledges that Kronos manages its network traffic in part on the basis of Customer's utilization of the Services and that changes in such utilization may impact Kronos' ability to manage network traffic. Therefore, notwithstanding anything else to the contrary, if Customer significantly changes its utilization of the Services than what is contracted with Kronos and such change creates a material and adverse impact on the traffic balance of the Kronos network, as reasonably determined by Kronos, the parties agree to co-operate, in good faith, to resolve the issue.

ORIGINAL

KRONOS

Order Form - Workforce Central SaaS for SMB

Quote #: 676959-1
Expires: 12/31/2020
Prepared By: Nikki Kirkpatrick

Order Type: Standard
Date: 11/19/2020

Bill To: Attn: Jonathan Lamm
City of Cocoa Fire Department
1740 Dixon Blvd
Cocoa, FL32922

Ship To: Attn: Jonathan Lamm
City of Cocoa Fire Department
1740 Dixon Blvd
Cocoa, FL32922
Email: exception@kronos.com
FOB: Shipping Point
Ship Method: FedEx Ground
Freight Terms: Prepay & Add

Solution ID:
Currency: US
Customer PO #:
Data Center: USA
Executive Name: 0
Executive Email: 0
Program Manager Name: 0
Program Manager Email: 0

Notes:
Initial Term: Three year
Billing Start Date: Upon execution of Order Form
Renewal Term: One Year
Payment Terms: Net 30
BillingFrequency (unless otherwise noted, all invoices are due per the payment terms noted above):
Applications: Annual In Advance
Professional Services: Fixed Fee, 100% at Signing
KnowledgePass & Education Subscription: Upon execution of Order Form

The Professional Services TSG SMB implementation guidelines are attached to this Order Form.

Kronos will provide Customer read-only ODBC access into Customer's production and non-production databases for Timekeeper/HRMSover secure connection (e.g. VPN). Customer is responsible for establishing this secure connection to the Kronos Cloud and additional fees for that connection may apply. Kronos may, but is not obligated to, limit or block Customer's database read-only ODBC queries in order to prevent failure of the database due to overload. Kronos will not pay SLA credits for any Outage that is the result of overloading the database during read-only ODBC access. Overall performance may be limited during peak processing periods, and Customer may need to limit resource intensive read-only ODBC queries to off-peak periods. Customer acknowledges that read-only ODBC over a long-distance secure connection is not a reliable protocol for it does not have retry logic built in to handle connectivity issues. Kronos will not be responsible for any changes required to Customer's internal systems to account for limitations of read-only OBDC protocol.

APPLICATIONS

Item	License/Qty	PEPM	Monthly Price
Workforce TeleStaff Enterprise Bundle V7.1 +	95	$8.00	$760.00
Workforce Integration Manager V8 to Telestaff	1	$0.00	$0.00
Workforce TeleStaff Bidding v7.1 +	95	$0.00	Included
		Monthly Total:	$760.00

CLOUD SERVICES

Item	Qty	Unit Price	Monthly Price
Read-Only ODBC Access to WFC/HR Database	1	$0.00	$0.00
		Total Monthly:	$0.00

CORE SMB PROFESSIONAL / EDUCATIONAL SERVICES

Item	Duration	Total Price
Implementation TSG SaaS SMB		$10,000.00
KnowledgePass SaaS WFC SMB		Included
Training Points WFC SaaS SMB	2,750	Included
	Total Price	$10,000.00

SUMMARY

Item	Total Price
Monthly Application Fee	$760.00
Monthly Rental Equipment Fee	$0.00
Monthly Cloud Services Fee	$0.00
Total Monthly Service Fees:	$760.00
Implementation TSG SaaS SMB	$10,000.00
Implementation TSG SaaS SMB A La Carte	$0.00
Equipment Purchase/Support and Accessories	$0.00
Purchased Training	$0.00
Total One Time Fees:	$10,000.00
Bill As You Go Instructor Led Training	$0.00
Bill As You Go Services	$0.00
Total Bill As You Go:	$0.00

City of Cocoa Fire Department

By: _____
Name: Stockton Whitten
Title: City Manager
Date: 12/22/2020

Kronos Incorporated

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

WORKFORCE TELESTAFF SAAS VALUE PACKAGE

The following applies to all entitlements within TeleStaff SaaS/SMB implementations:

	Kronos Delivered Value
Workforce TeleStaff Entitlement	**Paragon Implementation methodology:** Kronos SaaS SMB fixed scope, remote implementations follow our Paragon methodology – an iterative, collaborative approach, driven by value and realized through collaboration. Paragon is bolstered by tools and techniques and Kronos process recommendations to ensure you're always up to date, and accelerated testing processes to ease the effort and improve the results of testing. The Paragon project lifecycle, roles & responsibilities, are discussed in more detail here. **Project Management** services including: • Creation and maintenance of work plan, issues and risks management, status calls and reports. • Kronos Project Manager will work with customer Project Manager to jointly run project. • Project Management includes transition to Kronos Global Support after the deployment go-live. **Implementation approach** • Kronos will conduct one remote assessment with your project team to create one solution design for your organization. • Your team will conduct one testing cycle to accept that solution, which Kronos will support. • Kronos will support one production cutover. **Technical Architecture.** Two environments (1 Production, 1 Development) will be designed and built to house all the modules purchased. Implementation will occur in the Production environment prior to cutover. The Development environment may be refreshed from Production to support testing and training activities. **Training.** We train your core team, and provide you with KnowledgePass collateral and toolsets to train your end-users. Kronos training curriculums can be reviewed on the Kronos customer web-site https://community.kronos.com/s/learn. **Rapid Implementation:** Kronos SaaS SMB fixed scope implementations are designed to deliver value quickly to your organization. Project timelines generally span 1-3 months. Implementation support for these time spans are included in the package. Extended project timelines requested by customers can be supported with additional professional services agreed via change order. If customer project resources are unprepared or unavailable, the duration of the project may need to be extended, increasing the budget required to successfully complete this scope of work. Requests for additional scope or activities outside of this planned project scope may be accommodated through the change process after go-live. In this circumstance, Kronos may issue a change order to ensure the appropriate budget is available.

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WORKFORCE TELESTAFF SERVICE GUIDELINES

	Kronos Delivered Value
Workforce TeleStaff Entitlement	One-time data import of customer supplied person data in Kronos format Centralized rosters Multi-day schedule views Leave restrictions for staffing codes Time off requests/approvals Shift trades Workflow notifications Standard reports Assignment templates Standard payroll export Email/text/phone notifications, messages and offers SMS configuration (text via Twilio) Roster headcounts Work availability status and opportunity sign up Multiple staffing list selections Multiple staffing authorities/roles Special events Standard WFR/WFTS integration bundle (if applicable) One production cutover **Assumptions:** • Customer project teams must be prepared to start the implementation process soon after signing the contract. • No additional features outside of the baseline offering will be considered until after go-live. • Implementations take a linear approach. For multiple scheduling groups (Ex: Fire and Police) project team will start with one agency and the next agency will start implementation after the first group is live.

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Legislation Details (With Text)

File #:	21-202	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	3/4/2021			**In control:**	City Council
On agenda:	4/13/2021			**Final action:**	
Title:	Approve on 2nd and Final Reading: Ordinance 02-2021 of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Zoning, Article XI, Sections 4A, 5 and 6 of the Zoning Ordinance of the City of Cocoa; limiting the future application of the RU-2-10 zoning district and the regulations therein pertaining to the construction of Single-Family Dwellings; providing for the repeal of prior inconsistent ordinances and resolutions, incorporation into the Code, severability, and an effective date. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ord. 02-2021 (revised) RU 2-10 Single-Family - 3-3-2021 Clean.pdf Legal Ad Proof 3-23 and 4-13.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 24, 2021
Agenda Date: April 13, 2021
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve on 2nd and Final Reading: Ordinance 02-2021 of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Zoning, Article XI, Sections 4A, 5 and 6 of the Zoning Ordinance of the City of Cocoa; limiting the future application of the RU-2-10 zoning district and the regulations therein pertaining to the construction of Single-Family Dwellings; providing for the repeal of prior inconsistent ordinances and resolutions, incorporation into the Code, severability, and an effective date.

BACKGROUND:

I. Zoning Text Amendment Analysis

The Planning & Zoning Division staff have addressed the criteria contained in Appendix A. Zoning, Article XXI, Section 1 (G)(2) as follows:

a) Need and justification for change

Staff Finding: The City has identified an issue related to the construction of single-family dwellings under the RU-2-10, Low Density Single-Family and Multiple-Family zoning district regulations.

This district allows for single-family dwellings to be constructed on lots with a minimum area of 5,000 square feet

and no required open space or community amenities, due to the close proximity of the Cocoa Village area's many such spaces and amenities.

The RU-2-10 zoning district applies to an area bound by State Road 520 on the north, Florida Ave. on the east, Rosa L. Jones Dr. on the south and US1 on the west, which is known as the Heart of Cocoa neighborhood, and which is subject to the Substitute Consent Decree as ordered on January 28, 2009.

There are two other zoning districts which allow the construction of dwelling units under the provisions of the RU-2-10 zoning district. These are the RU-2-15 (Multiple Family Dwelling District) and the RU-2-25 (Multiple Family Dwelling District). The RU-2-15 district allows "Single-family and multi-family dwellings of not more than three (3) units per building as regulated by section 4A, RU-2-10" and the RU-2-25 district allows "Single-family and Multi-family dwellings of not more than four (4) units per building as regulated by section 4A, RU-2-10".

However, the Substitute Consent Decree specifically limits the application of the RU-2-10 zoning district regulations to the lands subject to the decree. In addition, the City Council has expressed the desire to limit building of dwelling units on small parcels of land without accompanying amenities.

It is therefore necessary that the City revise both the RU-2-15 and RU-2-25 zoning districts to remove reference to the RU-2-10 district and provide new zoning regulations for such dwelling unit construction.

The proposed changes to the RU-2-15 regulations will allow the construction of single-family, and multi-family of not more than 3 units per building, under a choice of two options. Development would have the option to build under the RU-1-7 (Single Family Dwelling District) regulations, which require a minimum lot size of 75 feet by 100 feet, without amenities. Or to build under the RU-2-15 regulations which allow a minimum lot size of 50 feet by 100 feet, but require the developer to provide a percentage of the gross acreage as open space/recreation amenities.

The proposed changes to the RU-2-25 regulations will allow the construction of single-family under a minimum lot area, lot width and setbacks that are comparable to those under the RU-2-15 district.

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

Staff Finding: The following Comprehensive Plan policy supports the proposed zoning text amendment:

- OBJECTIVE 1.1.10: Plan Implementation. The City shall maintain, amend and develop land development regulations that guide future growth and development, discourage the proliferation of urban sprawl and implement the goals, objectives and policies of this comprehensive plan.

POLICY 1.1.10.2: Future development and redevelopment activities shall be directed toward appropriate areas considering the topography, soil conditions and availability of facilities and services, and consistent with sound planning principles, minimal natural constraints, and the goals, objectives, and policies provided in the Comprehensive Plan.

STRATEGIC PLAN CONNECTION:

Objective 3.2: Increase the number of permanent residents living within Historic Cocoa Village.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval of this item on March 3, 2021.

Council approved this item at 1st reading on March 23, 2021.

RECOMMENDED MOTION:
Approve on 2nd and Final Reading: Ordinance 02-2021 of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Zoning, Article XI, Sections 4A, 5 and 6 of the Zoning Ordinance of the City of Cocoa; limiting the future application of the RU-2-10 zoning district and the regulations therein pertaining to the construction of Single-Family Dwellings; providing for the repeal of prior inconsistent ordinances and resolutions, incorporation into the Code, severability, and an effective date.

ORDINANCE NO. 02-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTIONS 4A, 5 AND 6 OF THE ZONING ORDINANCE OF THE CITY OF COCOA; LIMITING THE FUTURE APPLICATION OF THE RU-2-10 ZONING DISTRICT AND THE REGULATIONS THEREIN PERTAINING TO THE CONSTRUCTION OF SINGLE-FAMILY DWELLINGS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, currently, the primary area of the City zoned RU-2-10, Low Density Single-Family and Multiple-Family District, is the Heart of Cocoa neighborhood, which is subject to the Substitute Consent Decree as ordered on January 28, 2009 and located close to the core commercial center of the Cocoa Village and waterfront amenities; and

WHEREAS, the RU-2-10 zoning district allows for single-family dwellings to be constructed on lots with a minimum area of 5,000 square feet and no required open space or community amenities; and

WHEREAS, currently, the RU-2-15 and RU-2-25 zoning districts also cross-reference the standards in RU-2-10 for single-family dwelling construction, thereby also allowing small, 5,000-square foot lots with no required amenities to be constructed in these zoning districts; and

WHEREAS, the City Council desires to limit the proliferation of small residential lots without accompanying community amenities, such as open and gathering spaces, in areas of the City that are not zoned RU-2-10; and

WHEREAS, the Zoning Ordinance of the City of Cocoa already provides an opportunity for the construction of small-lot, single-family dwellings through the application of the Planned Unit Development district (PUD), which also requires common open space and additional amenities to be provided; and

WHEREAS, for the foregoing reasons, the City Council desires to limit the future rezoning of property in the City to the RU-2-10 district and the RU-2-15 and RU-2-25 districts for the purpose of constructing small-lot, single-family housing without corresponding amenities in the

City; and

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

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

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

Section 2. **Code Amendment.** The City of Cocoa Code of Ordinances, Appendix A, Article XI, Sections 4A, 5, and 6, are hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Appendix A, Article XI, Sections 4A, 5 and 6. It is intended that the text in Appendix A, Article XI, Sections 4A, 5 and 6 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance):

APPENDIX A - ZONING

*** * ***

ARTICLE XI. – SCHEDULE OF DISTRICT REGULATIONS

*** * ***

Sec. 4A. – District and intent – RU-2-10, Low Density Single-Family and Multiple-Family District.

The provisions of this district are intended to apply to an area of mixed, low density multifamily and single-family residential development in close proximity to major collector and arterial streets and, after the effective date of Ord. 02-2021 [April 13, 2021], shall be specifically limited to the real property subject to the Substitute Consent Decree as ordered on January 28, 2009.

*** * ***

Sec. 5. – District and intent – RU-2-15, Multiple-Family Dwelling District

The provisions of this district are intended to apply to an area of medium density residential development with a variety of housing types. Lot sizes and other restrictions are intended to promote and protect medium density residential development, maintaining an adequate amount of

open space for such development. Paragraphs (A) through (O) below shall not apply to construction meeting the definition of "townhouse" in article V. Paragraphs (P) through (BB) shall apply only to construction meeting the definition of "townhouse" contained in article V.

(A) PRINCIPAL USES AND STRUCTURES.

(1) Multiple-family dwellings (four (4) or more units per building) not more than fifteen (15) dwelling units per acre (two thousand nine hundred (2,900) square feet of lot per dwelling unit) for ~~two-story~~ multi-storied structures. Multiple-family dwellings (four (4) or more units per building) of not more than ten (10) units per acre (four thousand three hundred fifty (4,350) square feet of lot per dwelling unit) for single-story structures. For the purpose of computing density allowed, property divided by a public road shall be considered as separate parcels (refer to article XIII, Supplementary District Regulations, section 2, Designation of lesser maximum density.)

(2) Single-family and multi-family dwellings of not more than three (3) units per building ~~as regulated by section 4A, RU-2-10~~ as regulated by Section 3, RU-1-7, or in accordance with this Section 5. Single-family and multi-family dwellings of not more than three (3) units per building constructed, platted and lawfully approved in accordance with the regulations of section 4A, RU-2-10, prior to the effective date of Ord. 02-2021 [April 13, 2021] shall be considered lawful, conforming lots and structures subject to all applicable conditions and requirements imposed by the city when said lots and structures were previously permitted.

(3) Townhouse residential subdivisions as regulated in this section.

*** * ***

(E) BULK REGULATIONS.

(1) *Minimum lot area* —Seven thousand five hundred (7,500) square feet; five thousand (5,000) square feet for single-family and multi-family dwellings of not more than three (3) units per building.

(2) *Minimum lot width* —Seventy-five (75) feet.

(3) *Minimum lot depth* —One hundred (100) feet.

(4) *Maximum lot coverage* —Forty percent (40%).

(5) *Maximum height* —Thirty-five (35) feet.

(F) MINIMUM LIVING AREA.

Single-family dwellings – One thousand two hundred (1,000) square feet.

Duplex —Seven hundred fifty (750) square feet each unit.

Efficiency apartments —Five hundred (500) square feet.

One-bedroom apartments —Eight hundred (800) square feet.

Two-bedroom apartments —Nine hundred (900) square feet, plus one hundred (100) square feet for each additional bedroom.

(G) MINIMUM YARD REQUIREMENTS.

Front setback —Twenty-five (25) feet.

Side interior lot setback —Ten (10) feet, eight (8) feet for single-family and multi-family dwellings of not more than three (3) units per building.

Side corner lot setback —Fifteen (15) feet.

Rear setback —Twenty (20) feet, fifteen (15) feet for single-family and multi-family dwellings of not more than three (3) units per building.

(H) [OPEN AIR SPACE.] Multiple-family buildings (more than two (2) units) located on the same lot shall have an open air space of not less than fifteen (15) feet between exterior walls of buildings.

(I) PRESERVATION OF TREES. During the development of the property, all trees of six (6) inches in diameter or larger shall be preserved unless they exist within:

(1) A proposed public or private easement or drainage facility.

(2) Proposed structure dimensions.

(3) Ten (10) feet of a proposed structure.

(4) A proposed driveway or designated parking area.

(J) UTILITIES. All utilities distribution systems, including TV cable, telephone and electrical systems shall be installed underground for multifamily buildings located on a lot one (1) acre or larger in size. Primary facilities providing service to the site may be exempted.

(K) [MAXIMUM BUILDING LENGTH.] The maximum length and/or width of any building shall be two hundred (200) feet.

(L) [PERPETUAL MAINTENANCE.] Provisions satisfactory to the city council, City of Cocoa, shall be made to assure that nonpublic areas and common open space shall be perpetually maintained in a satisfactory manner, without expense to the City of Cocoa.

(M) COMMON USABLE OPEN SPACE AND RECREATIONAL FACILITIES.

(1) Twenty percent (20%) of the gross acreage of the site shall be set aside and specifically delineated on the site plan as common usable open space. The twenty percent (20%) requirement may be reduced to ten percent (10%) if the major recreational facilities such as swimming pool, or two (2) tennis courts, or two (2)

racquet ball courts or any combination, are provided for each forty (40) units for common use of the development's residents.

(N) CURBING. A four-inch concrete curb shall be provided as a separation between paved parking areas and open green islands.

(O) [UNDERGROUND IRRIGATION.] An underground irrigation (sprinkler) system shall be provided for all landscaped areas within multiple-family residential projects of ten (10) units or more.

*** * ***

Sec. 6. – District and intent – RU-2-25, Multiple-Family Dwelling District

The provisions of this district are intended to apply to several areas of the city adjacent or proximate to the Central Business District and primarily within the redevelopment area as designated on the city's adopted redevelopment plan. Uses are based upon the city comprehensive plan and redevelopment plan and are intended to accommodate medium-high density residential multi-family development in areas proximate to commercial and office development or to the waterfront and on or near major collector or arterial streets. The permitted uses and design and development standards are intended to promote major developments of high quality including townhouse and multiple-family residential development, hotels and motels and single-family development. It is intended that "performance standards" control the permissible type, density or intensity, mix of development and design and development criteria.

All development in the RU-2-25 Multiple-Family Dwelling District, except for the construction of an individual single-family dwelling unit on a single lot, shall be required to submit a site plan and obtain approval pursuant to article XIII, section 1 of this zoning ordinance.

(A) PRINCIPAL USES AND STRUCTURES.

(1) Multiple-family dwellings (five (5) or more units per building). For the purpose of computing density allowed, property divided by a public road shall be considered as separate parcels (refer to article XIII, Supplementary District Regulations, section 2, Designation of lesser maximum density).

(2) Single-family and Multi-family dwellings of not more than four (4) units per building ~~as regulated by section 4A, RU-2-10 and this section~~. Single-family and multi-family dwellings of not more than four (4) units per building constructed, platted and lawfully approved in accordance with the regulations of section 4A, RU-2-10, prior to the effective date of Ord. 02-2021 [April 13, 2021] shall be considered lawful, conforming lots and structures subject to all applicable conditions and requirements imposed by the city when said lots and structures were previously permitted.

(3) Townhouse residential subdivision (as regulated by section 5, RU-2-15 and this section).

*** * ***

(E) PERFORMANCE STANDARDS REQUIREMENT. No building, structure or land shall be used or occupied except in conformance with the performance standards as set forth herein. All minimum performance standards applicable to a use must be met, unless a variance or special exception is granted pursuant to article XVII, sections 2 and 3 of this ordinance. The performance standards set forth herein shall be implemented through the site plan approval process set forth in article XIII, section 1 of the zoning ordinance, which shall apply to all uses in this zoning district, except for the construction of a single-family dwelling unit on a single lot.

(F) TABLE OF PERFORMANCE STANDARDS.

	Performance Standard	Minimum Requirement
(1)	Minimum Lot Area	15,000 square feet; 5,445 square feet for single-family dwellings
(2)	Minimum Lot Width	150 feet; 50 feet for single-family dwellings
(3)	Minimum Lot Depth	100 feet
(4)	Maximum Lot Coverage	40 percent
(5)	Minimum yards	
	Front	30 feet; 25 feet for single-family dwellings
	Side (Interior)	10 feet; 8 feet for single-family dwellings
	Side (Corner)	25 feet; 15 feet for single-family dwellings
	Rear	25 feet; 15 feet for single-family dwellings
(6)	Maximum Building Height	45 feet, except as provided by special exception
(7)	Maximum Density	
	Single-Family	8 Units/acre

	Townhouse		15 Units/acre
	Multi-Family		25 Units/acre
(8)	Minimum Floor Area Per Living Unit		
	(a)	For Units Not Qualified and Approved for HUD Programs, section 202 or 811	
		Efficiency multi-family unit	600 square feet
		1 Bedroom multi-family unit	900 square feet
		2 Bedroom multi-family unit	1,000 square feet plus one hundred (100) square feet for each additional bedroom
	(b)	For Units Qualified and Approved for HUD Programs, section 202 or 811 Only	
		Efficiency multi-family unit	400 square feet
		1 Bedroom multi-family unit	520 square feet
		2 Bedroom Manager's unit	780 square feet
	Each of the above units shall have a ~~maximum~~ <u>minimum</u> of one bath.		
	Said projects shall be exempt from Appendix A, article XI, section 6(F)(9).		
	<u>Single-family dwelling units</u>		<u>1,000 square feet</u>
(9)	Minimum Average Floor Area Per Living		

	Unit		
	(a)	For Units Not Qualified and Approved for HUD Programs, section 202 or section 811	1,000 square feet
	(b)	For Units Qualified and Approved for HUD Programs, section 202 or section 811 Only	Said units shall be exempt from the Minimum Average Floor Area Requirement
(10)	Minimum Floor Area Per Sleeping Unit for Hotel/Motel Development		400 square feet
(11)	Minimum Parking Requirement		Pursuant to article XII, Off-Street Parking and Loading Regulations
(12)	Fencing		Pursuant to article XIII, section 5 and other applicable provisions of the Zoning Ordinance
(13)	Landscaping		Pursuant to article XIV, Landscape Requirements and other applicable provisions of the Zoning Ordinance
(14)	Pedestrian Access		All developments must provide pedestrian access to the front of each building by sidewalk
(15)	Vehicular Access		Pursuant to article XIII, section 4

Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Incorporation Into Code.** This Ordinance shall be incorporated into the City Code of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 13th day of April, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading:	03/23/2021
Second Reading:	04/13/2021
Legal Ad Published:	03/11/2021
Effective Date:	04/13/2021

CITY OF COCOA NOTICE OF ZONING TEXT CHANGE

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

Ordinance No. 02-2021

A. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTIONS 4A, 5 AND 6 OF THE ZONING ORDINANCE OF THE CITY OF COCOA; LIMITING THE FUTURE APPLICATION OF THE RU-2-10 ZONING DISTRICT AND THE REGULATIONS THEREIN PERTAINING TO THE CONSTRUCTION OF SINGLE-FAMILY DWELLINGS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE

Ordinance No. 04-2021

B. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTIONS 18 AND 22 OF THE ZONING ORDINANCE OF THE CITY OF COCOA; ALLOWING TOWNHOUSES AND SINGLE-FAMILY HOMES AS A SPECIAL EXCEPTION USE WITHIN THE CORE COMMERCIAL DISTRICT AND CERTAIN SUBDISTRICTS OF THE COCOA WATERFRONT OVERLAY DISTRICT; AMENDING THE WATERFRONT OVERLAY REGULATING PLAN TO ALLOW FOR HOUSE BUILDING TYPES ON CERTAIN PROPERTIES WITHIN THE COCOA WATERFRONT OVERLAY DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

CITY COUNCIL WILL HEAR THESE ITEMS ON:

March 23, 2021 and April 13, 2021

ALL HEARINGS WILL BE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

Public Participation and Special COVID-19 Information:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

These documents and information pertaining to the above may also be inspected at the Community Services Department, between 9:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

Members of the public have several options to participate in the public hearings.

(1) In-person attendance. Due to the COVID-19 Emergency and the need to maintain social distancing, meetings in the City Hall Council Chambers are limited to fifty (50) members in the audience at any one time. Members of the public may utilize the contact information provided below to contact the City Clerk and determine if restrictions on physical attendance at the City Council Chambers have been lifted prior to the date of the public hearings.

(2) Commenting in advance of the meeting. Interested persons are encouraged to provide written comments in advance of the hearings by emailing meeting@cocoafl.org or mailing to the following address:

City of Cocoa
Attn: Dodie Selig, Planning and Zoning Manager
65 Stone Street
Cocoa, FL 32922

Mailed comments must be received prior to 4:00 p.m. on the date of the hearing to be read into the record.

(3) Viewing and Commenting In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet addresses:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

Interested persons may submit their written comments or questions during the hearings by email at: meeting@cocoafl.org. Interested persons who wish to provide public input during the meeting will also be able to do so by accessing the e-comment link for this meeting using the Legistar calendar link above.

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. 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.

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 P&Z Board/LPA or 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.

The PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

FT-GCI0604922-01

Legislation Details (With Text)

File #:	21-206	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	3/5/2021			**In control:**	City Council
On agenda:	4/13/2021			**Final action:**	
Title:	Approve on 2nd and Final Reading: Ordinance 04-2021 of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Article XI, Sections 18 and 22 of the Zoning Ordinance of the City of Cocoa; allowing townhouses and single-family homes as a Special Exception use within the Core Commercial district and certain sub-districts of the Cocoa Waterfront Overlay District; amending the Waterfront Overlay Regulating Plan to allow for House building types on certain properties within the Cocoa Waterfront Overlay District; providing for the repeal of prior inconsistent ordinances and resolutions, incorporation into the code, severability, and an effective date. (Community Services Director)			
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ord 04-2021 C-C and CWOD w-map.pdf Legal Ad Proof 3-23 and 4-13.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 24, 2021
Agenda Date: April 13, 2021
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve on 2nd and Final Reading: Ordinance 04-2021 of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Article XI, Sections 18 and 22 of the Zoning Ordinance of the City of Cocoa; allowing townhouses and single-family homes as a Special Exception use within the Core Commercial district and certain sub-districts of the Cocoa Waterfront Overlay District; amending the Waterfront Overlay Regulating Plan to allow for House building types on certain properties within the Cocoa Waterfront Overlay District; providing for the repeal of prior inconsistent ordinances and resolutions, incorporation into the code, severability, and an effective date.

BACKGROUND:

I. Zoning Text Amendment Analysis

The Planning & Zoning Division staff have addressed the criteria contained in Appendix A. Zoning, Article XXI, Section 1 (G)(2) as follows:

a) Need and justification for change

Staff Finding: The City would like to allow for the possibility of construction of townhouses, single-family homes and duplexes under the C-C, Core Commercial zoning district regulations, specifically as a Special Exception use. Currently these uses are listed as prohibited in this district. Allowing a low density residential option near the downtown area where the C-C district is located would allow infill redevelopment on smaller existing lots which are not suitable for larger commercial or residential developments without the combination of parcels.

To address these aims, the proposed ordinance would make the following changes:

In Section 18, Core Commercial Zoning District

1. Add townhouse residential subdivision (regulated by RU-2-15) as a Special Exception use.
2. Add single-family homes and duplexes (regulated by RU-2-15) as a Special Exception use.
3. Remove single-family homes and duplexes from the list of prohibited uses.

The RU-2-15 zoning district was chosen for the regulation of these uses because it already provides specific zoning regulations for single-family, duplex and townhome development.

In Section 22, Cocoa Waterfront Overlay District

1. Amend the use table to add Duplexes to single-family detached dwelling use and add “SE” for Special Exception to the Core Commercial Zoning district columns under the Uptown Neighborhood and King/Willard Sub-districts.
2. Amend the use table to add Townhouse to single-family attached dwelling use and add “SE” for Special Exception to the Core Commercial Zoning district columns under the Uptown Neighborhood, South End, Cocoa Village, North of the Village and King/Willard Sub-districts.
3. Amend the Regulating Plan building types table to add “RP” for Regulating Plan to the King/Willard Sub-district under the House building type.

The changes proposed for Section 22 are necessary to mirror the changes in Section 18. The Regulating Plan is divided into 8 sub-districts and the uses allowed within each are further regulated based on the underlying zoning district of the various parcels within.

The first change proposed above will allow single-family and duplex use in two of the sub-districts which have Core Commercial zoning. These uses were not added to the remaining three sub-districts in order not to dilute the more intensely commercial nature of those sub-districts.

The second change proposed above will allow the townhouse use in those sub-districts which have Core Commercial zoning.

The third change listed above is specific to one parcel of land along the north side of SR520 which is currently developed with a single-family home. This is the only parcel within the King/Willard sub-district that has a single-family use. The property owner has a significant sentimental attachment to the property as it has passed down within his family and he wishes to rebuild a home on the property. No single-family building type is permitted in the King/Willard sub-district at this time. Therefore, the combination of allowing single-family as a use with approval of a Special Exception along with the addition of the House building type to this particular parcel would create a potential method by which the current property owner might be able to rebuild his grandmother’s home without diluting the commercial nature of the corridor in general.

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

Staff Finding: The following Comprehensive Plan policy supports the proposed zoning text amendment:

- OBJECTIVE 1.1.10: Plan Implementation. The City shall maintain, amend and develop land development regulations that guide future growth and development, discourage the proliferation of urban sprawl and implement the goals, objectives and policies of this comprehensive plan.

POLICY 1.1.4.10: The City will encourage infill development and redevelopment in blighted areas or areas in transition,

and encourage new housing development in appropriate areas where community services exist or are programmed to occur.

STRATEGIC PLAN CONNECTION:

Objective 3.2: Increase the number of permanent residents living within Historic Cocoa Village.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval of this item on March 3, 2021.

Council approved this item at 1st reading on March 23, 2021.

RECOMMENDED MOTION:

Approve on 2nd and Final Reading: Ordinance 04-2021 of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Article XI, Sections 18 and 22 of the Zoning Ordinance of the City of Cocoa; allowing townhouses and single-family homes as a Special Exception use within the Core Commercial district and certain sub-districts of the Cocoa Waterfront Overlay District; amending the Waterfront Overlay Regulating Plan to allow for House building types on certain properties within the Cocoa Waterfront Overlay District; providing for the repeal of prior inconsistent ordinances and resolutions, incorporation into the code, severability, and an effective date.

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ORDINANCE NO. 04-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTIONS 18 AND 22 OF THE ZONING ORDINANCE OF THE CITY OF COCOA; ALLOWING TOWNHOUSES AND SINGLE-FAMILY HOMES AS A SPECIAL EXCEPTION USE WITHIN THE CORE COMMERCIAL DISTRICT AND CERTAIN SUBDISTRICTS OF THE COCOA WATERFRONT OVERLAY DISTRICT; AMENDING THE WATERFRONT OVERLAY REGULATING PLAN TO ALLOW FOR HOUSE BUILDING TYPES ON CERTAIN PROPERTIES WITHIN THE COCOA WATERFRONT OVERLAY DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the Core Commercial Zoning District (C-C), is generally bounded on the north by Mitchell Street, on the east by Forest Avenue and Brunson Boulevard, on the south by the city limits and on the west by U.S. 1; and

WHEREAS, the Cocoa Waterfront Overlay District overlays the majority of the C-C Zoning District, with multiple subdistricts within the Overlay; and

WHEREAS, the C-C Zoning District is intended for low to medium intensity commercial, office and professional uses, in areas located adjacent to and between major transportation corridors and also for medium-density multi-family housing to support such commercial, office and professional uses; and

WHEREAS, the Zoning Ordinance of the City of Cocoa defines a "townhouse" as a "dwelling unit which is one of a group of such units separated by adjoining fire walls, or fire walls separated by a space of no more than six (6) inches, constructed upon a separate lot and serviced with separate utilities"; and

WHEREAS, the addition of townhouse and limited single-family home development as a special exception use in the C-C Zoning District will further support allowed commercial, office and professional uses with different types of medium-density residential housing options, other

than multi-family development; and

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

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

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

Section 2. **Code Amendment.** The City of Cocoa Code of Ordinances, Appendix A, Article XI, Sections 18 and 22, are hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Appendix A, Article XI, Sections 18 and 22. It is intended that the text in Appendix A, Article XI, Sections 18 and 22 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance):

APPENDIX A - ZONING

*** * ***

ARTICLE XI. – SCHEDULE OF DISTRICT REGULATIONS

*** * ***

Sec. 18. - District and Intent—C-C, Core Commercial District.

The provisions of this district are intended to apply to the core area as described in the city's adopted redevelopment plan, an area generally bounded on the north by Mitchell Street, on the east by Forest Avenue and Brunson Boulevard, on the south by the city limits and on the west by U.S. 1. Uses are based on the redevelopment plan and are intended to be low to medium intensity commercial, office and professional uses, in areas located adjacent to and between major transportation corridors. The permitted uses and design and development standards are intended to promote major developments of high quality, including medium density multi-family, townhouse, and single-family housing, office parks, village commercial, institutional uses and significant open space areas. It is intended that "performance standards" control the permissible type, density or intensity, mix of development and design and development standards. All development in the Core Commercial District shall be required to submit a site plan and obtain approval pursuant to article XIII, section 1 of this zoning ordinance.

(A) PRINCIPAL USES AND STRUCTURES. The following uses and structures are permitted for any use or group of uses that are developed, either separately, or as a unit with certain site improvements shared in common:

(1) Professional offices.

(2) Dental clinics, medical offices laboratories.

(3) Financial institutions.

(4) Business services.

(5) Restaurants (bars and lounges allowed only as an accessory use to restaurant).

(6) Personal service establishments.

(7) Retail commercial.

(8) Public and private automobile parking.

(9) Recreational and cultural facilities.

(10) Hotel/motel uses.

(11) Public benefit uses.

(12) Private clubs in conjunction with a mixed-use, commercial or hotel use.

(13) That specific use of land and structures existing as of the date of the adoption of this ordinance provided such use was a permitted use in the CW District. The city's local business tax receipt records shall constitute prima facie evidence of the specific use in operation at the time of adoption of this ordinance.

Two (2) other classifications of use would be permitted under this subsection as follows:

a. Warehousing and wholesaling in a completely enclosed structure(s).

b. Service and repair establishments limited to dry-cleaning and laundry plants, business services, printing plants, welding shops, and light assembly/manufacturing. Such use(s) of land/structures would terminate upon conversion to any other permitted use in this section.

(B) ACCESSORY USES AND STRUCTURES.

(1) Customary accessory uses clearly incidental and subordinate to the principal uses and in keeping with the commercial character of the area, including warehousing but only as an accessory to a retail commercial use.

(C) SPECIAL EXCEPTIONS.

(1) Multiple-family dwellings as regulated in article XI, section 6, RV-2-25 Multiple-Family Dwelling District, provided, however, that, multiple-family uses may be developed in conjunction with nonresidential uses.

(2) Townhouse residential subdivision (as regulated by section 5, RU-2-15)

(3) Single-family homes and duplexes (as regulated by section 5, RU-2-15)

(42) Churches and schools.

(53) Parks and green areas.

(64) Sewer lift stations.

(75) Child care centers.

(86) Service stations as regulated in section 12, C-G (C)(2), except that all repair services shall be within an enclosed structure.

(97) Utilities.

(108) Bed and breakfast establishments as regulated by article XIII, section 24, Bed and breakfast establishments.

(119) Telecommunication towers and antennas, pursuant to article XIII, section 26.

(1210) Craft breweries, with a bar and/or lounge area as an accessory use, subject to the following:

a. Onsite production shall be limited to beer only; and

b. Bar and lounge areas associated with the brewery shall be permitted but shall not exceed 50 percent of the total square footage of the operation; and

c. Bar and lounge areas associated with the brewery may serve beer and wine, only; and

d. No alcohol consumption, other than that associated with the bar and lounge area, shall be permitted on-site; and

e. All materials and supplies related to the brewery operation shall be stored in an enclosed structure.

(D) PROHIBITED USES AND STRUCTURES.

(1) Manufacturing and industrial uses, freight transportation terminals, storage warehousing, and other activities of a similar nature.

(2) Any use requiring outside storage of materials.

(3) Warehousing.

~~(4) Single-family homes and duplexes.~~

(45) Automotive repair establishments and automotive sales.

(56) Heavy commercial uses such as welding shops, paint and body shops, etc., and other uses not specifically or provisionally permitted herein, and any use not in keeping with the character of the district.

(67) Package stores.

*** * ***

Sec. 22. - Cocoa Waterfront Overlay District.

*** * ***

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

"Key: SE-Special Exception, Blank Cell-Not Permitted, P-Permitted, RP- as identified on the regulating plan"	Heart of Cocoa	Uptown Neighborhood (UN)			South of the Village (SV)		South End (SE)		Waterfront (WF)	Cocoa Village			North of the Village (NV)			King Willard (KW)		
	RU-2-10	RU-2-25	CBD	C-C	RU-2-25	CBD	CBD	C-C	CBD	RU-2-10	CBD	C-C	C-G	C-C	C-P	CBD	C-P	C-C
Residential																		
Adult Congregate Living Facilities (ACLF)		SE	SE				SE		SE		SE		SE			SE		
Group Homes, 6 or fewer residents					P	P												
Group Homes, 7 or greater residents					SE	SE												
Live-Work						RP												
Multi_family dwellings	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P

Senior elderly only housing													SE					
Single-family, detached dwellings/ Duplex	P	P		SE	P					P			P					SE
Single-family, attached dwellings/ Townhouse		P	P	SE	P	P	P	SE	P		P	SE		SE		P		SE

*** * ***

(I) *Building Types.*

Building types are permitted by Sub-district when any new and/or redevelopment occurs on any parcel within the Cocoa Waterfront Zoning Overlay. The building typologies are consistent with the size, scale and character desired within each sub-district.

The following categories are included in the table provided for each building type. Each standard is labeled by a letter (A, example) which directly relates to the table provided on each building type. The categories are described as follows:

*** * ***

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Design Districts and Building Types Table

Design District	Homestead (HO)	Estate (ES)	House (HS)	Cottage (CO)	Townhouse (TH)	Apartment Building (AB)	Courtyard Apartment (CA)	Commercial/Mixed Use Small (CS)	Commercial/Mixed Use-Medium (CM)	Commercial/Mixed Use-Large (CL)	Single Story Commercial (SC)	Large Format Commercial (LF)	Institutional (IT)	Civic (CI)
Cocoa Village (CV)				RP	RP	P	P	P	P	RP(3)	RP		P	RP
Heart of Cocoa (HC)		P	P	P	P(1)			(2)					P	
King/Willard Corridor (KW)			RP		RP	RP	RP	P	P		P		P	
Uptown Neighborhood (UN)		P	P	P	P								P	RP
South of the Village (SV)	P	P	P	P	P	RP	RP	RP					P	
South End (SE)				P	P	P	P	P	P		RP		P	
Waterfront (WF)						P	P	P	P	P	RP		P	RP
North of Village (NV)					P	P	P	P	P		RP	RP	P	

RP, permitted only where indicated on Regulating plan.

P, Permitted in the Design District.

Blank Cell, is not permitted.

* Commercial/Mixed Use is a mix of uses, ie. Office/retail, office/residential.

(1) Townhomes are permitted up to 4 units per building

(2) Consistent with the Substitute Consent Decree as ordered on January 28, 2009

(3) Development of Commercial/Mixed Use-Large building types in this design district shall require a development agreement approved by the City Council after consideration of the following factors: economic and social benefits to the City and Community Redevelopment Agency, aesthetic quality and character, architectural design, physical and visual scale, compatibility with the special and distinctive character of the Cocoa Village, and other similar relevant factors.

*** * ***

Section 3. **Replacement of Regulating Plan.** Appendix A, Zoning, is hereby amended to amended to delete the Regulating Plan set forth in Article XI, Section 22(G), City Code, and replace it with the Regulating Plan attached hereto as Exhibit "A" and fully incorporated herein by this reference.

Section 4. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 5. **Incorporation Into Code.** This Ordinance shall be incorporated into the City Code of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 6. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 7. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 13th day of April, 2021.

_____

Michael C. Blake, Mayor

ATTEST:

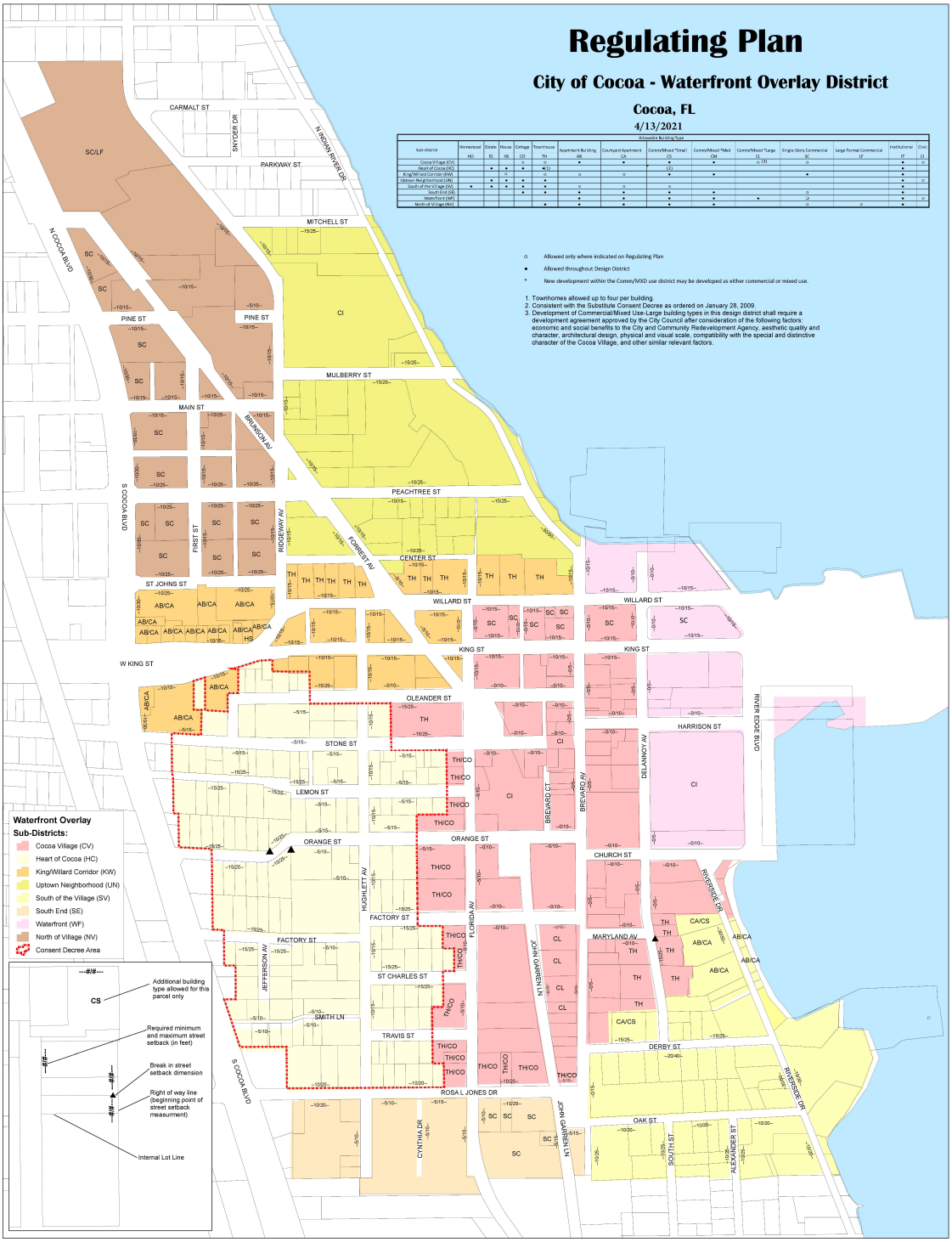
_____

CARIE SHEALY, MMC
City Clerk

First Reading:	03/23/2021
Second Reading:	04/13/2021
Legal Ad Published:	03/11/2021
Effective Date:	04/13/2021

EXHIBIT A

Regulating Plan



Legislation Details (With Text)

File #:	21-216	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	3/9/2021			**In control:**	City Council
On agenda:	4/13/2021			**Final action:**	
Title:	Approve on 2nd and Final Reading: Ordinance 06-2021, a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXII, changing the Zoning Map designation of a 9.33 acre portion of three (3) parcels of land located south of the intersection of SR524 and London Blvd. from RU-2-10 (Low-Density Single-Family and Multiple-Family District) to RU-2-15 (Multiple-Family Dwelling District). (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 06-2021 Rezoning London Cove-Retreat at Cocoa Commons RU-2-10 to RU-2-15.pdf Location Map.pdf Legal Ad Proof (FLUM and Rezone).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 9, 2021
Agenda Date: April 13, 2021
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve on 2nd and Final Reading: Ordinance 06-2021, a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXII, changing the Zoning Map designation of a 9.33 acre portion of three (3) parcels of land located south of the intersection of SR524 and London Blvd. from RU-2-10 (Low-Density Single-Family and Multiple-Family District) to RU-2-15 (Multiple-Family Dwelling District).

BACKGROUND:

In 1986 a rezoning application from RU-1-7 to RU-2-10 (Ordinance 15-86) was approved for a potential residential project on what was at the time a portion of a single parcel. In 2003 another rezoning application (Ordinance 52-2003), changed a portion of the original parcel to C-N (Neighborhood Commercial) zoning. The original parcel was later subdivided such that the portion containing the RU-2-10 zoning is now part of three (3) parcels. All three parcels are currently vacant land. One of the parcels is owned by the City and is part of the Mud Lake wetlands area. The other two parcels are privately owned and are part of a proposed development project which would create 6 commercial lots and a senior apartment complex.

The RU-2-10 zoning district was created to apply only to those parcels included in the Heart of Cocoa

Consent Decree area which is limited to a physical location adjacent to Cocoa Village. It is not intended to be applied to properties in other areas of the city. Therefore, staff is bringing forth this rezoning action in order to redress this inconsistency and apply the same zoning district to the entirety of the three parcels containing fragments of this last remaining RU-2-10 zoning outside the Consent Decree area.

The portion of the three parcels containing the RU-2-10 zoning has a Future Land Use designation of Medium Density Residential (MDR) which allows up to 15 dwelling units per acre. The attached ordinance would change the zoning of this portion of the three parcels from RU-2-10 to RU-2-15 which is in keeping with the density and uses allowed by the MDR Future Land Use category.

Future Land Use Designation: Medium Density Residential

Zoning District: Current: RU-2-10 (Low-Density Single-Family and Multiple-Family District)

Proposed: RU-2-15 (Multiple-Family Dwelling District)

Existing Land Use: Vacant land

Council District: District 3 - Councilmember Rip Dyal

Overview of Surrounding Area: The following table summarizes the current Future Land Use (FLU) and Zoning designations for the adjacent parcels.

	Future Land Use Designations	Zoning Districts	Land Uses
North	Medium Density Residential	C-N (Neighborhood Commercial) and PUD (Planned Unit Development)	Single Family Residential
South	Low Density Residential	RU-2-15 (Multiple-Family Dwelling District)	Vacant land (wetlands)
East	Medium Density Residential and Neighborhood Commercial	C-N (Neighborhood Commercial)	Cocoa Commons Shopping Center
West	Neighborhood Commercial	C-N (Neighborhood Commercial)	Cocoa Fire Station and vacant land

II. Rezoning Analysis

Consistency with Code of the City of Cocoa

In accordance with Appendix A of the City of Cocoa, Article XXI, Section 1(G), the following criteria are to be considered in the review of an application for a rezoning:

a. The proposed change is contrary to the established land use pattern.

Staff Finding: The proposed zoning change is consistent with the established land use pattern of adjacent properties. Although the property to the immediate west of the subject property is a City Fire Station, the lands on the south side of SR524 extending all the way to Cox Road are all zoned RU-2-15 and have been approved for multi-family housing projects. The proposed use of multi-family residential (senior apartments) is harmonious with the established land use pattern in the vicinity.

b. The proposed change would create an isolated district unrelated to adjacent and nearby districts.

Staff Finding: The proposed RU-2-15 zoning district will not create an isolated district. Instead, it will continue the multi-family character of the parcels surrounding the subject property and will be in harmony with the adjoining properties' permitted uses and zoning districts by providing increased residential density to support the existing commercial uses to the east and future commercial uses proposed to the north.

c. The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.

Staff Finding: The maximum density for the proposed rezoning to RU-2-15 is 15 units per acre, consistent with the Future Land Use Element of the Comprehensive Plan. In reality the majority of the current RU-2-10 land is wetland owned by the City and not intended for development of any kind. The portion on privately owned land would become part of a master stormwater pond to serve the developed areas of that property. Thus, for all practical purposes the increase in density allowed by the rezoning will have no bearing.

Staff Finding (g) addresses schools, and Staff Finding (h) addresses streets and traffic. It is not anticipated that the density pattern will increase or overtax the load on utilities. The Developer is responsible for the design, permitting and construction of all on-site utility infrastructure required to serve the property. In addition, the developer will be required to complete tie-in to a sewer lift station on the adjoining city-owned parcel to the west which was sited there for this purpose.

d. Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

Staff Finding: The existing RU-2-10 boundary is illogically drawn in relation to the existing uses on the properties proposed for change and in relation to the existing parcel boundaries as it represents only an arbitrary portion of the three affected parcels. This rezoning action will correct this by returning the entirety of two the three parcels to one zoning district and bring added continuity by applying the same zoning district to the remainder of the third parcel.

e. The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.

Staff Finding: The FLU Map designation for the subject property is "Medium Density Residential" which allows the proposed RU-2-15 zoning district designation.

The proposed change will not be contrary to the Future Land Use Map and Future Land Use Element of the Comprehensive Plan, which permits the proposed development. The Comprehensive Plan permits a maximum density of 15 units per acre. Staff finds the proposed rezoning to be consistent with the following sections of the Comprehensive Plan.

Policy 1.1.2 FUTURE LAND USE DESIGNATIONS ESTABLISHED - Land development regulations shall be based upon the following locational standards and criteria:

Medium Density Residential Areas:

A. Medium density residential areas shall have access to a minor collector street, and preferably, to a major collector street or one of higher functional classification.
B. These areas should have convenient access to community services.
C. New developments approved in accordance with the comprehensive plan shall provide amenities to include open space and buffering as required in the City's Land Development Regulations.

f. Changed or changing conditions make the passage of the proposed amendment necessary.

Staff Finding: Changed or changing conditions do not make the passage of the proposed amendment necessary. However, in order to be consistent with the Heart of Cocoa Consent Decree application area, this portion of RU-2-10 zoning should be eliminated.

g. The proposed change will adversely influence living conditions in the neighborhood.

Staff Finding: The requested zoning change is not expected to negatively impact living conditions in the neighborhood. As stated before, the majority of the area to be rezoned is wetlands owned by the City and the remainder will be a stormwater pond.

h. The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Staff Finding: As stated above, the density of the proposed development on the larger part of the privately owned parcel will not be materially affected by the rezoning action.

i. The proposed change will create a drainage problem.

Staff Finding: No drainage problems are anticipated as a result of the rezoning. The area to be rezoned is intended to provide a master stormwater pond system for the rest of the property.

j. The proposed change will seriously reduce light and air to adjacent areas.

Staff Finding: The proposed change will not affect light and air to adjacent areas as no structures are anticipated to be built in these areas.

k. The proposed change will adversely affect property values in the adjacent areas.

Staff Finding: It is not anticipated that property values would be negatively affected by the proposed rezoning. The proposed rezoning will not materially change the uses allowed for the subject properties.

l. The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

Staff Finding: It is not anticipated that the proposed rezoning would be a deterrent to the improvement or development of adjacent property for the reasons stated above. The proposed changes should not adversely impact property values or adversely influence living conditions in the neighborhood.

m. The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Staff Finding: The proposed change will not constitute a grant of special privilege to the property owners as the change of zoning is consistent with the existing uses of the properties involved. This is consistent with the public welfare.

n. There are substantial reasons why the property cannot be used in accord with existing zoning.

Staff Finding: The property cannot retain the existing RU-2-10 zoning district designation in light of the fact that the RU-2-10 zoning designation is intended to apply on to those parcels within the physical boundaries of the Consent Decree area. In order for the privately owned parcels to be developed the RU-2-10 zoning must be changed.

o. Whether the change suggested is out of scale with the needs of the neighborhood of the city.

Staff Finding: The proposed rezoning is not out of scale with the needs of the neighborhood of the City. This area of the City provides for residential uses.

p. It is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

Staff Finding: The rezoning application is not based on a need to accommodate the proposed development, but rather on the need to bring the specific area under RU-2-10 zoning into compliance with the code by the application of a different zoning district.

Consistency with Comprehensive Plan Policies and Objectives

The proposed RU-2-15 zoning designation is consistent with the allowable uses under the “Medium Density Residential” Future Land Use per the City of Cocoa Comprehensive Plan. Please see the discussion in Section e. above for further detail.

Concurrency Management/Adequate Public Facilities

Section 15-22 of the City Code provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards adopted by the City for public facilities and services, as contained in the City’s adopted Comprehensive Plan.

Consistent with the requirements of Article IV (Concurrency Management System), Chapter 15 of the Code of the City of Cocoa, any future development of the subject parcels will be required to submit a final application for concurrency review prior to issuance of any City of Cocoa permits. If capacity issues relating to any public facilities or services regulated by the City of Cocoa adopted Comprehensive Plan are identified, necessary and appropriate mitigation will be required to be addressed prior to construction.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval of this item on March 17, 2021.

Council approved this item at 1st Reading on March 23, 2021.

RECOMMENDED MOTION:
Approve on 2nd and Final Reading: Ordinance 06-2021, a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXII, changing the Zoning Map designation of a 9.33 acre portion of three (3) parcels of land located south of the intersection of SR524 and London Blvd. from RU-2-10 (Low-Density Single-Family and Multiple-Family District) to RU-2-15 (Multiple-Family Dwelling District).

ORDINANCE NO. 06-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF A 9.33 ACRE PORTION, MORE OR LESS, OF THREE (3) PARCELS OF REAL PROPERTY, LOCATED SOUTH OF THE INTERSECTION OF STATE ROAD 524 AND LONDON BOULEVARD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM RU-2-10 (LOW-DENSITY SINGLE-FAMILY AND MULTIPLE-FAMILY DISTRICT) TO RU-2-15 (MULTIPLE-FAMILY DWELLING DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

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

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

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

Section 2. Zoning Map Amendment. That the Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include

a change of classification from RU-2-10 (Low Density Single-Family and Multiple-Family District) to RU-2-15 (Multiple-Family Dwelling District) for the real property depicted and legally described on **Exhibit A,** attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 5. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 13th day of April, 2021.

_____
MICHAEL C. BLAKE, Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading:	03/23/2021
Second Reading:	04/13/2021
Legal Ad Published:	03/02/2021
Effective Date:	04/13/2021

EXHIBIT A

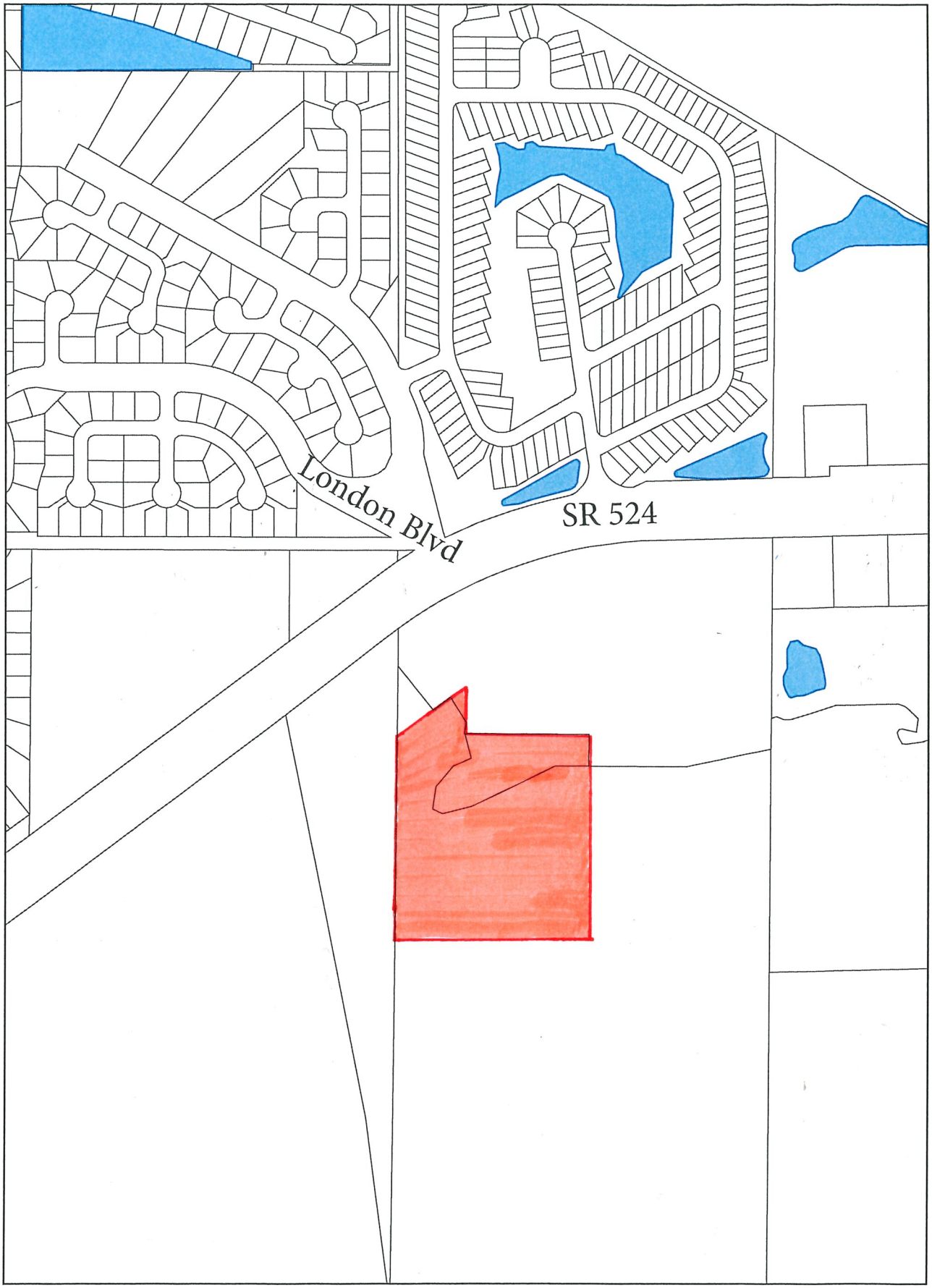
Legal Description of Real Property

A portion of Section 18, Township 24 South, Range 36 East, located in Brevard County, Florida, described as follows:

Begin at a point on the west boundary of Section 18, 284.91 Feet south of the N.W. Corner of the SW ¼ of Section 18, said point being on the southeasterly right-of-way line of State Road 524; thence with the southeasterly right-of-way line of State Road 524, N.53°33'00" E., 2.25 Feet to the P.C. of a curve having a radius of 5,597.58 Feet and a central angle of 5°25'34"; thence with said curve concave to the right along the southeasterly right-of-way line of State Road 524, an arc distance of 263.93 Feet; thence S.0°11'51"E., 509.82 Feet; thence N.89°54'26"E., 433.60 Feet; thence S.0°33'08"W., 528.12 Feet; thence 89°54'26"W., 655.0 Feet to the west boundary of Section 18; thence with the west boundary of Section 18, N.0°11'51"W., 885.0 Feet to the point of beginning.

LESS AND EXCEPT:

The North 300 feet of the above-described real property lying south of the south right-of-way line of relocated Highway 524 as recorded in the public records of Brevard County, Florida.


London Blvd
SR 524

CITY OF COCOA
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY
AND THE COCOA CITY COUNICL
PROPOSE TO CONSIDER THE FOLLOWING:

COMPREHENSIVE PLAN MAP AMENDMENT
Ordinance No. 05-2021

A. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR A 7.61 ACRE PORTION, MORE OR LESS, OF ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA LOCATED SOUTH OF THE INTERSECTION OF STATE ROAD 524 AND LONDON BOULEVARD, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF THE REAL PROPERTY FROM LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.



ZONING MAP AMENDMENT
Ordinance No. 06-2021

B. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF A 9.33 ACRE PORTION, MORE OR LESS, OF THREE (3) PARCELS OF REAL PROPERTY, LOCATED SOUTH OF THE INTERSECTION OF STATE ROAD 524 AND LONDON BOULEVARD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM RU-2-10 (LOW-DENSITY SINGLE-FAMILY AND MULTIPLE-FAMILY DISTRICT) TO RU-2-15 (MULTIPLE-FAMILY DWELLING DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.



PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY
WILL HEAR THESE ITEMS ON:
March 17, 2021

CITY COUNCIL WILL HEAR THESE ITEMS ON:
March 23, 2021 and April 13, 2021

ALL HEARINGS WILL BE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

Public Participation and Special COVID-19 Information:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

These documents and information pertaining to the above may also be inspected at the Community Services Department, between 9:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

Members of the public have several options to participate in the public hearings.

(1) In-person attendance. Due to the COVID-19 Emergency and the need to maintain social distancing, meetings in the City Hall Council Chambers are limited to fifty (50) members in the audience at any one time. Members of the public may utilize the contact information provided below to contact the City Clerk and determine if restrictions on physical attendance at the City Council Chambers have been lifted prior to the date of the public hearings.

(2) Commenting in advance of the meeting. Interested persons are encouraged to provide written comments in advance of the hearings by emailing meeting@cocoafl.org or mailing to the following address:

City of Cocoa
Attn: Dodie Selig, Planning and Zoning Manager
65 Stone Street
Cocoa, FL 32922

Mailed comments must be received prior to 4:00 p.m. on the date of the hearing to be read into the record.

(3) Viewing and Commenting In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet addresses:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

Interested persons may submit their written comments or questions during the hearings by email at: meeting@cocoafl.org. Interested persons who wish to provide public input during the meeting will also be able to do so by accessing the e-comment link for this meeting using the Legistar calendar link above.

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. 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.

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 P&Z Board/LPA or 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.

The PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

FT-GCI0600229-01

Legislation Details (With Text)

File #:	21-233	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	3/11/2021			**In control:**	City Council
On agenda:	4/13/2021			**Final action:**	
Title:	Approve on 2nd and Final Reading; Ordinance 05-2021, a Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, for a City initiated request to change the Future Land Use Map designation of a portion of one (1) parcel from City of Cocoa “Low Density Residential” to City of Cocoa “Medium Density Residential”. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 05-2021 FLU Amendment London Cove-Retreat at Cocoa Commons Low Density to Location Map.pdf Legal Ad Proof (FLUM and Rezone).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 24, 2021
Agenda Date: April 13, 2021
Prepared By: Alix Bernard, Senior Planner
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve on 2nd and Final Reading; Ordinance 05-2021, a Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, for a City initiated request to change the Future Land Use Map designation of a portion of one (1) parcel from City of Cocoa “Low Density Residential” to City of Cocoa “Medium Density Residential”.

BACKGROUND:

The subject property for this Future Land Use Map amendment is comprised of a portion of 1 individual parcel, consisting of approximately 7.61 acres of vacant land. The parcel is owned by SR 524 Cocoa II LLC.

The City is petitioning for a change to the existing Future Land Use designation. A map depicting the subject parcel is attached. The subject property is located south of the intersection of SR 524 and London Blvd.

The assignment of a Future Land Use designation must be consistent with the City’s Comprehensive Plan. Policy 1.1.2.4 states that Medium Density Residential (MDR) areas shall be regarded as areas of moderate density detached and attached housing.

Currently, the subject parcel has three Future Land Use classifications, Neighborhood Commercial, Low Density Residential and Medium Density Residential. In an effort to be consistent with the City's Comprehensive Plan, and to further the development of the property, the City is requesting to change the Low-Density Residential portion of the subject property to Medium Density Residential.

Future Land Use Designation: Current: Low Density Residential
Medium Density Residential
Neighborhood Commercial
Proposed: Medium Density Residential
Neighborhood Commercial

Zoning District: Current: RU 2-10, RU 2-15 and C-N
Proposed: RU 2-15 and C-N

Existing Land Use: Vacant land

Council District: District 3 - Councilmember Rip Dyal

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Medium Density Residential	C-N (Neighborhood Commercial), PUD Planned Unit Development and RU 1 -7a	Single Family Subdivision
South	Low Density Residential	RU 2-15 Multiple Family Dwelling	Vacant Land
East	Neighborhood Commercial	C-N Neighborhood Commercial	Retail Plaza (Cocoa Commons)
West	Neighborhood Commercial	C-N Neighborhood Commercial	Fire Station 3 and Vacant Land

I. Comprehensive Plan Amendment Analysis

Consistency with Code of the City of Cocoa

Planning & Zoning staff has addressed the criteria contained in Chapter 15, Article II, Sections 15-10 and 15-11 below:

(1) Whether the proposed amendment will have a favorable or unfavorable effect on the city's budget, or the economy of the city or the region;

Staff Finding: Application of a City of Cocoa MDR Future Land Use designation would allow for multi-family use on the property. This will increase the potential of tax revenue and capital investments.

(2) Whether the proposed amendment will diminish the level of service of public facilities;

Staff Finding: The future land use amendment will not negatively impact or diminish the service level of public facilities.

Potable Water: The subject parcel is served by the City of Cocoa Utilities Department for water service.

Sanitary Sewer: The City of Cocoa sanitary sewer in available in this area.

Solid Waste: The solid waste service to this parcel is provided by a private hauler.

Stormwater Management: The application is subject to the City of Cocoa's stormwater utility program. Said program is now funded by a levy of an annual stormwater utility special assessment. The assessment provides funding to maintain the City's stormwater utility program which provides maintenance for the retention ponds and drainage features in the area.

Transportation: The subject property will have an entrance from State Road 524 which is classified as an arterial roadway on Map M-II-2 of the City of Cocoa Comprehensive Plan 2020 - 2030. Future development of this property will be required to provide a traffic study prior to development.

(3) Whether there will be a favorable or unfavorable impact on the environment or the natural or historical resources of the city or the region as a result of the proposed amendment;

Staff Finding: The subject property consists of a 7.61 acre portion of one (1) parcel of land. The proposed FLUM amendment will have no impact on the environment or the natural/historic resources of the city as identified on Map M-I-3 of the City of Cocoa Comprehensive Plan 2020-2030.

(4) Whether the proposed amendment is consistent with and its effect upon the goals, objectives, and policies of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, adopted by Rule 29F-19.001, Florida Administrative Code;

Staff Finding: The proposed FLUM amendment meets the following goal of the State Comprehensive Plan, Chapter 187.201(15) LAND USE - "In recognition of the importance of preserving the natural resources and enhancing the quality of life of the state, development shall be directed to those areas which have in place, or have agreements to provide, the land and water resources, fiscal abilities, and service capacity to accommodate growth in an environmentally acceptable manner". The subject parcel is vacant and will place no additional demands upon the city's resources.

This application is also consistent with the East Central Florida region's 2017 Comprehensive Economic Development Strategy - Goal PL2: "Assist with Redevelopment and place making efforts" as it will provide an expanded opportunity for future multi-family growth along this rapidly developing corridor.

(5) Whether the city is able to provide adequate service from public facilities to the affected property, if the amendment is granted, and whether the amendment will promote the cost/effective use of or unduly burden public facilities below the level of service set in the comprehensive plan;

Staff Finding: Police Protection is provided by the City of Cocoa Police Department. They indicate that they will be able to provide crime prevention and police protection services at the same level of service provided to other City residents and businesses with existing resources.

Fire Protection is provided by the City of Cocoa's Fire Station No. 3 (3505 Highway 524) which is adjacent to the subject parcel, Back-up service will be provided by Brevard County's Fire Station No. 44 (3785 W. King Street). All stations will provide Enhanced BLS (Basic Life Support) services and fire prevention and protection services.

(6) Whether the amendment is compatible with surrounding neighborhoods and land use;

Staff Finding: The proposed Future Land Use of Medium Density Residential will be consistent with the existing and proposed developments in the area, by providing an extension of the existing Medium Density Residential FLU designation on the west side of the parcel.

(7) If the amendment being requested is consistent with all the elements of the comprehensive plan.

Staff Finding: The subject property is constant with the following goals of the comprehensive plan:

GOAL 1.1: Create and maintain a broad range of activities that maximize the City's potential as a growth center while protecting the public health, safety, welfare and appearance through the thoughtful planned use and development of the land and public facilities.

Policy 1.1.2.4 Medium Density Residential (MDR). Medium density residential areas shall be regarded as areas for moderate density detached and attached housing. The following criteria shall be used for determining appropriate locations for medium density residential areas.

A. Medium Density residential areas shall have access to a minor collector street, and preferably, to a major collector street or one of higher functional classification.

B. These areas should have convenient access to community services.

C. New development approved in accordance with the comprehensive plan shall provide amenities to include open space and buffering as required in the City's Land Development Regulations.

(8) Whether the amendment will have a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their places of employment;

Staff Finding: The proposed FLUM amendment will provide a favorable effect on the ability of people to find adequate housing.

(9) Whether the proposed amendment will promote or adversely affect the public health, safety, welfare, economic order, or aesthetics of the region or the city;

Staff Finding: The proposed application will reinforce the positive elements of the City by paving the way for future economic vitality.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning and Zoning Board recommended approval of this item on March 17, 2021.

The City Council passed this item at 1st reading on March 23, 2021.

RECOMMENDED MOTION:

Approve on 2nd and Final Reading; Ordinance 05-2021, a Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, for a City initiated request to change the Future Land Use Map designation of a portion of one (1) parcel from City of Cocoa “Low Density Residential” to City of Cocoa “Medium Density Residential”.

ORDINANCE NO. 05-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR A 7.61 ACRE PORTION, MORE OR LESS, OF ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA LOCATED SOUTH OF THE INTERSECTION OF STATE ROAD 524 AND LONDON BOULEVARD, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF THE REAL PROPERTY FROM LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

WHEREAS, section 163.3161 et. seq., Florida Statutes, established the Community Planning Act, which was formerly known as the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, the Community Planning Act requires each municipality in the State of Florida to prepare, adopt, and update a Comprehensive Plan; and

WHEREAS, in accordance with the provisions of the Community Planning Act, the Local Planning Agency of the City of Cocoa held a duly noticed public hearing on March 17, 2021, in accordance with the procedures established in Chapter 163, Part II, Florida Statutes, on the proposed comprehensive plan amendment; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby approves and adopts the Comprehensive Plan Amendment set forth hereunder with the condition as described herein; and

WHEREAS, the City Council of the City of Cocoa hereby finds that this Ordinance is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. **Recitals.** The foregoing recitals are true and correct and are fully incorporated herein by this reference.

Section 2. **Authority.** This Ordinance is adopted in compliance with, and pursuant to, the Community Planning Act, sections 163.3161 et. seq., Florida Statutes.

Section 3. **Purpose and Intent.** It is hereby declared to be the purpose and intent of this Ordinance to adopt a comprehensive plan amendment incorporating the revisions stated herein as part of the City of Cocoa Comprehensive Plan.

Section 4. **Adoption of Amendment to the Future Land Use Map.** The City of Cocoa's Comprehensive Plan, Future Land Use Map, is hereby amended by changing the designation of the real property legally described and depicted on **Exhibit A** from Low Density Residential to Medium Density Residential. **Exhibit A** is attached hereto and fully incorporated herein by this reference.

Section 5. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 6. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. **Incorporation into Comprehensive Plan.** Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the City of Cocoa Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

Section 8. **Effective Date.** The effective date of the Comprehensive Plan Amendment adopted by this Ordinance shall be thirty-one (31) days after adoption. If the plan amendment is timely challenged, the plan amendment shall not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this plan amendment may be issued before it has become effective. After and from the effective date of this plan amendment, the Comprehensive Plan Amendment set forth herein shall amend the City of Cocoa Comprehensive Plan and become a part of that plan and the plan amendment shall have the legal status of the City of Cocoa Comprehensive Plan, as amended.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 13th day of April, 2021.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, **MMC, City Clerk**

First Reading: 03/23/2021
Second Reading: 04/13/2021
Legal Ad Published: 03/02/2021
Effective Date: _____

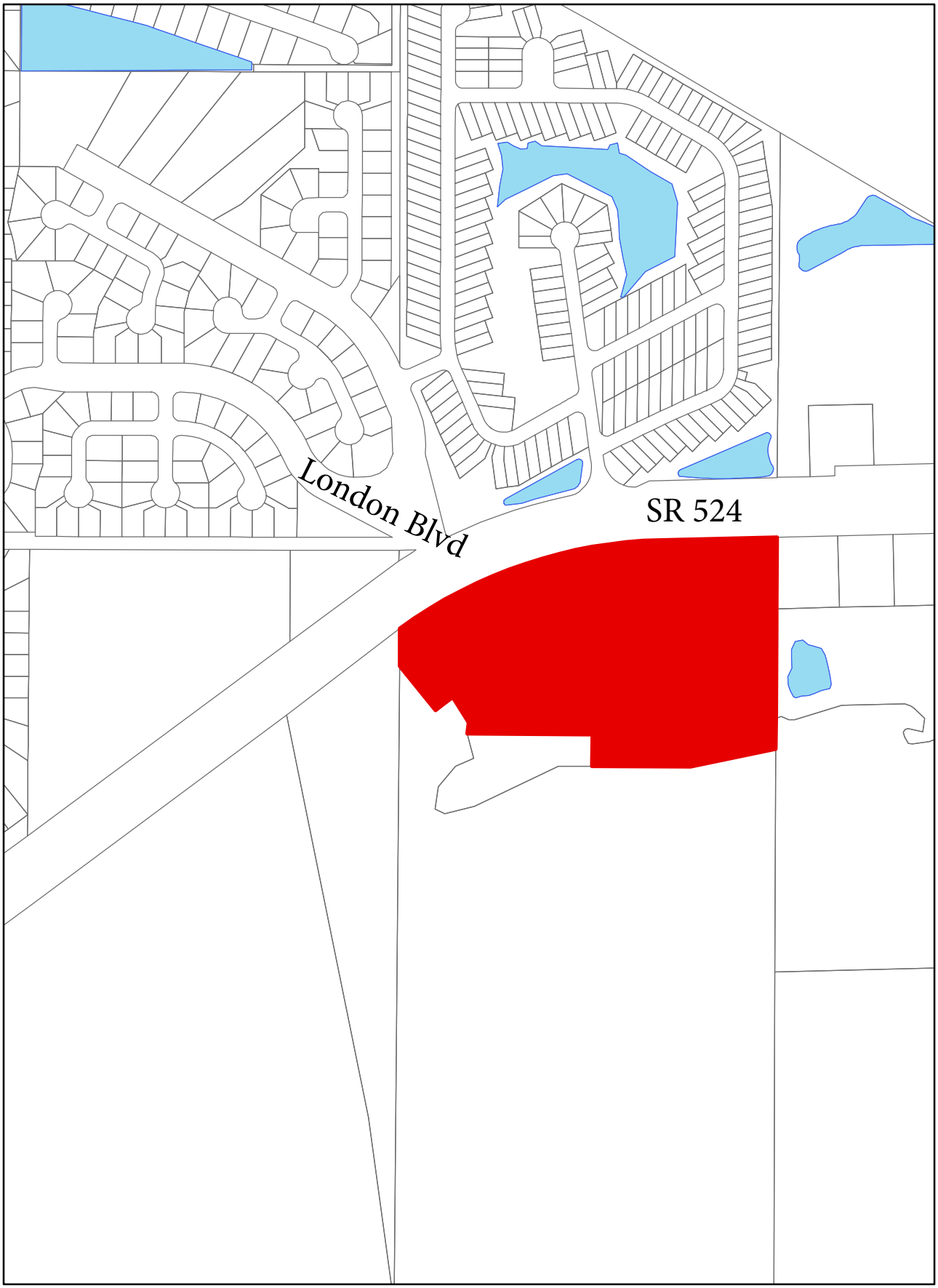
EXHIBIT A

A PORTION THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18 TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, LYING SOUTH OF THE SOUTH RIGHT OF WAY OF RELOCATED STATE ROAD NO. 524.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE INTERSECTION OF THE EAST LINE OF THE SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 18 AND THE SOUTH RIGHT OF WAY OF SAID STATE ROAD NO. 524; THENCE S00°14'26"W, ALONG SAID EAST LINE A DISTANCE OF 300.13 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°14'26"W, ALONG SAID EAST LINE, A DISTANCE OF 432.45 FEET; THENCE S78°22'53"W A DISTANCE OF 300.78 FEET; THENCE WEST A DISTANCE 456.25 FEET; THENCE S64°32'24"W A DISTANCE OF 320.49 FEET; THENCE S75°20'40"W A DISTANCE OF 106.54 FEET; THENCE N63°26'03"W A DISTANCE OF 37.10 FEET; THENCE N07°10'52"E A DISTANCE OF 78.58 FEET; THENCE N40°22'20"E A DISTANCE OF 92.99 FEET; THENCE N66°36'34"E A DISTANCE OF 68.06 FEET; THENCE N15°16'11"W A DISTANCE OF 87.27 FEET; THENCE N06°42'05"E A DISTANCE OF 39.66 FEET; THENCE N32°34'42"W A DISTANCE OF 102.57 FEET; TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1292.58 FEET; SAID RADIUS BEARS S35°55'11 "E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°28'29", AN ARC DISTANCE OF 777.74 FEET; THENCE N88°33'18"E, TANGENT TO SAID CURVE, A DISTANCE OF 393.79 FEET TO THE POINT OF BEGINNING.

Excluding W 1/2 OF SW 1/4 EX ORB 756 PG 73, ORB 5615 PG3814 & RD R/W

CONTAINING 7.61 ACRES OF LAND MORE OR LESS.


London Blvd
SR 524

Legislation Details (With Text)

File #:	21-283	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	4/2/2021			**In control:**	City Council
On agenda:	4/13/2021			**Final action:**	
Title:	Approve Ordinance No. 07-2021 on Second and Final Reading: Relating to Term Limits of Board members. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 07-2021 Term Limits.pdf Email-Proposed Ordinance 07-2021 - Letters from Police and General Employees' DB Pension Police Pension - Letter to City Council on Ord. 07-2021.pdf General Employees' DB Plan - Letter to City Council - Ord. 07-2021.pdf Ordinance 07-2021 AdOrderConf.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 2, 2021
Agenda Date: April 13, 2021
Prepared By: Carie Shealy, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Approve Ordinance No. 07-2021 on Second and Final Reading: Relating to Term Limits of Board members

BACKGROUND:

At the regular City Council meeting held on March 9, 2021, an item was brought forward regarding term limits for City advisory committees and boards. Currently, members of advisory boards and committees may remain on those said boards/committees for unlimited periods of time if reappointments are approved by Council.

Section 2-58(f) of the City Code states the following:

All Board and Committee members shall be appointed to serve (3) year terms and may be reappointed by the City Council for subsequent three (3) year terms without limitation. If a member is removed, or vacates their appointment for any reason, including death, excessive absences, or resignation, prior to the expiration of their term, the City Council shall appoint another person to serve the remaining portion of the unexpired term.

At the meeting held on March 9, 2021, staff was directed to bring forward an ordinance drafted by the City Attorney to modify the current language to establish (9) nine-year term limits for Board and Committee members.

If Ordinance No. 07-2021 is approved, Section 2-58(f) would be modified to include the following language:

(f)Term. All board and committee members shall be appointed to serve (3) year terms and maybe reappointed by the city council for subsequent three (3) year terms ~~without~~ ~~limitation~~ provided no board or committee member shall serve more than three (3) consecutive full terms on any particular board or committee. However, the city council reserves the right to waive the term limitation set forth in this section, and the city council may reappoint a board or committee member to serve additional consecutive terms in situations when the council determines that the applicant pool of eligible persons desiring to serve on a board or committee is insufficient for any reason to appoint a different person to replace the board or committee member being termed out. Board or committee members serving in their fourth or greater consecutive term as of the effective date of the term limit set forth in this section shall be permitted to serve the remainder of their current term. Nothing herein shall prohibit any person from being appointed by the city council to serve more than three consecutive terms on different boards or committees. Board or committee members may serve as a holdover board or committee member until reappointed or a replacement is appointed by the city council. If a member is removed, or vacates their appointment for any reason, including death, excessive absences, or resignation, prior to the expiration of their term, the city council shall appoint another person to serve the remaining portion of the unexpired term.

At the March 23, 2021, Ordinance No. 07-2021 was brought forward to Council and was approved on First Reading.

Since that meeting, the City Clerk's office received a letter from both the Police Pension Board and General Pension Board, voicing their concerns with the said ordinance. Both of these letters are attached along with an email from their Administrator.

STRATEGIC PLAN CONNECTION:

Civic Engagement: Volunteer Boards. Objective 1 is to increase recruitment and/or qualification efforts

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

City Council approved Ordinance No. 07-2021 on First Reading at the March 23, 2021 City Council meeting.

RECOMMENDED MOTION:

Approve Ordinance No. 07-2021 on Second and Final Reading: Relating to Term Limits of Board members

ORDINANCE NO. 07-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 2-58(f) OF THE CITY CODE RELATED TO TERMS OF BOARD AND COMMITTEE MEMBERS TO ESTABLISH TERM LIMITS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Article III, Section 3(c) of the City Charter authorizing the City Council to establish boards and committees and to appoint or remove the members thereof, the City Council has established uniform board and committee rules under Section 2-58 of the City Code; and

WHEREAS, the City Council desires to amend Section 2-58 to establish term limits for board and committee members as more specifically stated herein; and

WHEREAS, the City Council finds that establishing term limits will provide a greater number of interested citizens to have an opportunity to serve on City boards and committees; and

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

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

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

Section 2. **Code Amendment.** Section 2-58(f) of the Code of Ordinances, City of Cocoa, Florida, is hereby amended as follows (~~strikeout~~ type indicates deletions from the City Code and underlined type indicates additions):

(f) *Term.* All board and committee members shall be appointed to serve (3) year terms and may be reappointed by the city council for subsequent three (3) year terms ~~without limitation~~ provided no board or committee member shall serve more than three (3) consecutive full terms on any particular board or committee. However, the city council reserves the right to waive the term limitation set forth in this section, and the city council may reappoint a board or committee member

to serve additional consecutive terms in situations when the council determines that the applicant pool of eligible persons desiring to serve on a board or committee is insufficient for any reason to appoint a different person to replace the board or committee member being termed out. Board or committee members serving in their fourth or greater consecutive term as of the effective date of the term limit set forth in this section shall be permitted to serve the remainder of their current term. Nothing herein shall prohibit any person from being appointed by the city council to serve more than three consecutive terms on different boards or committees. Board or committee members may serve as a holdover board or committee member until reappointed or a replacement is appointed by the city council. If a member is removed, or vacates their appointment for any reason, including death, excessive absences, or resignation, prior to the expiration of their term, the city council shall appoint another person to serve the remaining portion of the unexpired term.

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Incorporation Into Code.** This Ordinance shall be incorporated into the City Code for the City of Cocoa, and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 13th day of April, 2021.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

First Reading:	03/23/2021
Second Reading:	04/13/2021
Legal Ad Published:	04/04/2021
Effective Date:	04/13/2021

From:	Sheila Hutcheson
To:	Stockton Whitten; Carie Shealy
Cc:	Monica Arsenault; Sheila Hutcheson
Subject:	Proposed Ordinance 07-2021 - Letters from Police and General Employees" DB Pension Boards
Date:	Wednesday, March 31, 2021 11:40:37 AM
Attachments:	General Employees" DB Plan - Letter to City Council - Ord. 07-2021.pdf Police Pension - Letter to City Council on Ord. 07-2021.pdf

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Dear Mr. Whitten and Ms. Shealy,

The attached letters from the Boards of Trustees of the Police and General Employees' Defined Benefit Pension Plans are submitted for consideration by the City Council regarding proposed Ordinance 07-2021, which we understand will be on the April 13 agenda for public hearing/adoption.

As indicated in the letters, please contact me if there are any questions or if any additional information is needed. Thank you for your consideration of the Boards' request.

Sheila Hutcheson
Pension Plan Administrator
3860 Grantline Road
Mims, FL 32754
321-267-3082
321-298-6619 (cellular)
shutch9750@aol.com

"Serving the Community"

City of Cocoa, Florida

City of Cocoa Police Pension Fund

March 31, 2021

Honorable Mayor and City Council
c/o Mr. Stockton Whitten, City Manager
City of Cocoa, Florida
65 Stone Street
Cocoa, Florida 32922

Reference: Proposed Ordinance 07-2021

Dear Mr. Whitten:

On behalf of the Board of Trustees of the City of Cocoa Police Pension Fund, this correspondence is sent with regard to proposed City ordinance 07-2021, which provides for three-year terms for City board and committee members with a limit of three terms per trustee. Request is hereby made that the City Council reconsider passage of the ordinance, or at a minimum, exempt the Police Pension Board from the ordinance provisions. There are several reasons for this request. The current provision in the City Code (Section 2-193(a)) related to the police fund board provides for four-year terms for all five trustees, which is in conflict with City Code section 2-58(f). The terms were changed from two years to four years in 2019 (Ordinance 08-2019). We believe that the current four-year terms are in the best interests of the City of Cocoa. The Pension Fund is required to comply with the provisions of Florida Statutes Chapter 185. By complying with these provisions, the Pension Fund receives premium tax monies from the State of Florida each year. Last year, the Fund received $185,914 from the State, a portion of which can be used by the City to offset its annual contribution to the Fund. Proposed ordinance 07-2021, if passed, may jeopardize receipt of the premium tax monies, as it is violative of Florida Statute 185.05(1)(a) which provides for either two-year or four-year terms for all trustees. Additionally, 185.05(1)(a) specifically provides that "each police officer may succeed himself or herself in office." Proposed ordinance 07-2021 limits terms to three terms would violate this statutory provision as well. Additionally, if the proposed ordinance was applied to the two current appointed trustees, the ordinance would result in disqualifying two trustees from serving on the Board at the end of their current term, which would not be in the best interests of the Fund or the City.

The Board of Trustees has a fiduciary duty to the members and beneficiaries of the pension fund. Four-year trustee terms with no term limits are in the best interests of the Pension Fund and the City. The Board manages and invests the assets of the Pension Fund, which total $38,172,421 as of 12/31/2020. Longer terms with no term limits lead to better educated trustees making more prudent decisions on behalf of all who have an interest in the Fund. It has

also been difficult historically to attract qualified individuals to serve as the City-appointed resident trustee positions.

The Board respectfully requests and strongly recommends that the City Council reconsider adoption of Ordinance 07-2021 for all of the reasons detailed herein. Plan Administrator Sheila Hutcheson (321-267-3082) and/or I am available to discuss further with you if desired. Thank you for your consideration.

Yours very truly,

R. Robert Bobay
Chairman, Board of Trustees

"Serving the Community"

City of Cocoa, Florida

City of Cocoa General Employees' Pension Fund

March 31, 2021

Honorable Mayor and City Council
c/o Mr. Stockton Whitten, City Manager
City of Cocoa, Florida
65 Stone Street
Cocoa, Florida 32922

Reference: Proposed Ordinance 07-2021

Dear Mr. Whitten:

This correspondence is sent on behalf of the City of Cocoa General Employees' Pension Fund with regard to proposed City Ordinance 07-2021, which provides for three-year terms for City board and committee members with a limit of three terms per trustee. Request is hereby made that the City Council reconsider passage of the ordinance, or at a minimum, exempt the General Employees' Board from the ordinance provisions. There are several reasons for this request. The current provision in the City Code related to the General Employees' Board specifies three-year terms for all five trustees, which is consistent with City Code section 2-58(f). The Board of Trustees has a fiduciary duty to the members and beneficiaries of the pension fund. Term limits are not in the best interests of the Pension Fund or the City. The Board manages and invests the assets of the Pension Fund, which total $15,825,726 (as of 12/31/2020). Having no term limits leads to better educated trustees making more prudent decisions on behalf of all who have an interest in the Fund. It has also been difficult historically to attract qualified individuals to serve as the City appointed resident trustee positions. Additionally, if the proposed ordinance was applied to current trustees in their third or greater term, the ordinance would result in disqualifying two trustees from serving on the Board at the end of their current term, which would not be in the best interests of the Fund or the City. The Board also believes that it would be more difficult to meet quorum requirements to hold board meetings if the ordinance was passed. The Board already has an open trustee slot that has been unable to be filled.

The Board strongly recommends that the City Council reconsider passage of Ordinance 07-2021 for all of the reasons detailed herein. Plan Administrator Sheila Hutcheson (321-267-3082) is available to discuss further with you if desired. Thank you for your consideration.

Yours very truly,

Stephen Harrell
Vice-Chairman/Secretary, Board of Trustees

Classified Ad Receipt
(For Info Only - NOT A BILL)

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

Customer: CITY OF COCOA - TE

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0004661529
Pymt Method Invoice
Net Amt: $353.00

Run Times: 1

No. of Affidavits: 1

Run Dates: 04/04/21

Text of Ad:

AD#4661529, 04/4/2021

CITY OF COCOA
NOTICE OF PUBLIC HEARING

APRIL 13, 2021

NOTICE is hereby given that the City of Cocoa, Florida, will hold a Public Hearing at 6:00 p.m. on Tuesday, April 13, 2021, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida.

The City Council will consider adopting the following Ordinance on Second Reading, titled as follows:

ORDINANCE NO. 07-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 2-58(f) OF THE CITY CODE RELATED TO TERMS OF BOARD AND COMMITTEE MEMBERS TO ESTABLISH TERM LIMITS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

This is a public meeting. All interested parties may attend. The facility wherein the public meeting will be held is accessible to the physically handicapped.

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

Members of the public are encouraged to comment on the proposed ordinances at the meeting. Comments may also be submitted in writing to the Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922, or by email (cshealy@cocoafl.org), or by telephone by calling (321) 433-8484.

In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting:

Carie Shealy, City Clerk,
65 Stone Street, Cocoa (321) 433-8484

Further information may be obtained by calling the City Clerk at the above listed number.

Dated this the 24th
day of March, 2021.

Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	21-243	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	3/16/2021			**In control:**	City Council
On agenda:	4/13/2021			**Final action:**	
Title:	Approve the current Code Enforcement Lien for the property located at 122 Rosa L Jones, be reduced to $1,336.81 as recommended by the Code Enforcement Board. (Interim Police Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cost Affidavit Form -122 RLJ.pdf Staff Report for Lien Reduction-122 Rosa L Jonesdocx.pdf Lien Reduction Application 122 RLJ.pdf Letter Requesting 122 RLJ.pdf Warranty Deed.pdf Property Appraiser 122 RLJ.pdf Property Tax122 RLJ.pdf Corp Documents.pdf SunBiz.pdf Before Demo Picture.pdf After Demo Picture.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 16, 2021
Agenda Date: April 13, 2021
Prepared By: Darla Crowl, (Code Enforcement Coordinator)
Through: John Hankins, (Interim Police Chief)
Requested Action:
Approve the current Code Enforcement Lien for the property located at 122 Rosa L Jones, be reduced to $1,336.81 as recommended by the Code Enforcement Board.

BACKGROUND:

CASE # 18-331

The Code Enforcement Board held a public hearing on **3/28/2019**, at which time the Board found the owner, **Rembert, Gary P** in violation of the following:

Sec. 6-1001(g) Fencing & shed in disrepair
Sec. 6-1001 (3) (g) Roofs and Drainage

Sec. 6-1001 (3)(b) Protective Treatment
Sec. 6-902 (b) (1 &2) Storing Junk Autos

The Code Enforcement Board provided the owner time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a lien was started against the property effective **5/27/2019.** The lien ran at **$100.00** per day from **5/28/2019** until compliance was achieved on **3/3/2021**. The total fine is **$64,610.00** Code records show onsite inspections were conducted and contact was made. The current owner **Sue Ercolani**, is requesting that the lien be reduced to **City Cost**.

_____

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current applicant owned the property at the time the violation(s) occurred; **No, New property owner purchased the home and Demolished the structure**
- The number of violations related to the subject liens; **Four**
- Number of Inspections performed: **9**
- The length of time the property was in violation before correction
- Previous Code Violations: **Yes**
- Property Taxes: **2020 are paid, No outstanding Tax Bills**
- Other Liens: **Records show no outstanding liens on the property. No Water Liens**
- Property Inspection: **3/3/21 and was incompliance before prior to the Code Board Meeting**

The current market value of the subject property; the current market value is **$34, 400** according the Brevard County Property Appraiser.

Total Amount of Liens: **$64,610.00**

Staff submits their cost sheet for Case **# 18-331** in the amount of **$1,336.81**

Staff's recommendation is based on the gravity of the violations, the amount of time it took the property to come into compliance, and the total amount of the fines. **Reduction to the total amount of $1,336.81 (staff costs)**

Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one year period of time.

STRATEGIC PLAN CONNECTION:

Crime, Image and Community

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board at its regular meeting March 18, 2021, recommended that the lien be reduced to $1,336.81.

RECOMMENDED MOTION:

Approve the current Code Enforcement Lien for the property located at 122 Rosa L Jones, be reduced to $1,336.81 as recommended by the Code Enforcement Board.

Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case

Case#: CE-118-331 **Date: 03/08/21**

Sue Ercolani (REMBERT, GARY P Previous Owner)

Site Address:122 Rosa L Jones

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-$25.16, Coordinator-$26.16, Manager-$38.64, Chief-$59.81 & City Attorney-$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	8	0.5	$25.16	$100.64
2	Code Manager	1	0.5	$38.64	$19.32
3					
				Total A1	$119.96

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	8	0.5	25.16	$201.28
2	Code Manager	2	0.5	38.64	$77.28
3					
				Total A2	$278.56

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	10	$26.16	$261.60
2	City Attorney	Case Duties	2	$150.00	$300.00
3	Chief	Board Hearings	2	$59.81	$119.62
4					
5					
				Total A3	$681.22

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	450	$0.35	$157.50
2	Large Envelope	32	$0.64	$20.48
3	Standard Envelope	9	$0.10	$0.90
4	Color Photo Prints	32	$0.45	$14.40
5	Standard Mail	5	$0.55	$2.75
6	Certified Mail	4	$5.26	$21.04
7	Recording Fees	4	$10.00	$40.00
8				
9				
			Total B	$257.07

C. Total Amount of Cost (A1+A2+A3+B): $1,336.81

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
3/15/2021

LIEN REDUCTION REQUEST FOR
122 Rosa L Jones

CASE # 18-331

The Code Enforcement Board held a public hearing on **3/28/2019**, at which time the Board found the owner, **Rembert, Gary P** in violation of the following:

Sec. 6-1001(g) Fencing & shed in disrepair
Sec. 6-1001 (3) (g) Roofs and Drainage
Sec. 6-1001 (3)(b) Protective Treatment
Sec. 6-902 (b) (1 &2) Storing Junk Autos

The Code Enforcement Board provided the owner time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a lien was started against the property effective **5/27/2019.** The lien ran at **$100.00** per day from **5/28/2019** until compliance was achieved on **3/3/2021**. The total fine is **$64,610.00** Code records show onsite inspections were conducted and contact was made. The current owner **Sue Ercolani**, is requesting that the lien be reduced to **City Cost**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current applicant owned the property at the time the violation(s) occurred; **No, New property owner purchased the home and Demolished the structure**
- The number of violations related to the subject liens; **Four**
- Number of Inspections performed: **9**
- The length of time the property was in violation before correction
- Previous Code Violations: **Yes**
- Property Taxes: **2020 are paid, No outstanding Tax Bills**
- Other Liens: **Records show no outstanding liens on the property. No Water Liens**
- Property Inspection: **3/3/21 and was incompliance before prior to the Code Board Meeting**

The current market value of the subject property; the current market value is **$34, 400** according the Brevard County Property Appraiser.

Total Amount of Liens: **$64,610.00**

Staff submits their cost sheet for Case # **18-331** in the amount of **$1,336.81**

Staff's recommendation is based on the gravity of the violations, the amount of time it took the property to come into compliance, and the total amount of the fines. **Reduction to the total amount of $1,336.81 (staff costs)**

Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one year period of time.

Application # CE - 18 - 331

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

For Office Use Only - Date Received

RECEIVED
MAR - 5 2021
BY:

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** 2-4-2021

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): Sue Ercolani

Name:

Mailing Address: 485 Norwood Ave

City: Sat. Bch State: Fl Zip Code: 32937

Phone #: Fax #:

Mobile #: 3215069375 E-mail: Susanerc26@Hotmail.com

3. **Property Owner Information:** ** Check here if same as Applicant →* ☑
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): SASE Properties LLC

Name: Sue Ercolani

Mailing Address: (Same) 485 Norwood Ave

City: Sat Bch State: Fl Zip Code: 32937

Phone #: Fax #:

Mobile #: 3215069375 E-mail: Susanerc26@Hotmail.com

4. **Information for property on which lien occurs:**

Street Address and Location: 122 Rosa L. Jones

Parcel ID:

24-36-33-80-228□□.□-

? □□□□.□□

Tax Account Number:

2426342

Existing Use(s) on Property: was a single family home

Proposed Use(s) on Property: Demo'd house - to build new

(If residential – (circle one) **owner occupied** or **rental**), if rental does property owner anticipate accepting any state or federal rental subsidies?

NO

Nature of Violation(s): STRUCTURAL

? / Date Fine or Lien Imposed: 6/22/2018 Amount of Fine: est $64K + $65K per day

Have the violation(s) on the subject property been corrected: (Yes) / No (Circle one)

Date upon which the subject property was brought into compliance: 3/2/2021

5. **Please provide the following information:**

? Code enforcement case number: 18-0331

Were you the property owner at the time the lien was imposed? Yes / (No) (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? _____

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? (Yes) / No / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? 8 days

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes / (No) (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / (No) (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:

See Attached

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

DID NOT own property

Amount you are requesting that the lien be reduced to: City Cost

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

Purchased property. Worked with Code Enforcement Building department to understand what needed to be done. Bought 2/22/2021 8 days later Demo'd, filled lot with Dirt, grassseed.

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

NO

6. **Please submit the following items in order complete the application:**

   a. ☑ **Notarized application.**

   b. ☐ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**

   c. ☐ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

   d. ☑ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

   e. ☑ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☒ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representitive.

12. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard. I, Susan Ercolani being first duly sworn, depose and say that:

☒ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

_____ SUSAN P. ERCOLANI
(APPLICANT SIGNATURE) (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☒

Type of I.D. Produced Valid Photo ID

Michelle Renee Brown
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 5 day of March, 20 21

MICHELLE RENEE BROWN
Commission # GG 306556
Expires June 27, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

MICHELLE RENEE BROWN
Commission # GG 306556
Expires June 27, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

Public Hearing Process Information.

It is the responsibility of the Applicant to read the Lien Reduction Application to its entirety. Please keep this sheet from your application for your records. At any time through this process you have any questions or concerns, please contact the Code Enforcement Division at 321-433-8508.

1. **Public hearing date and location.** All regularly scheduled hearings are held on the third Thursday of each month at 6:00pm in the Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

2. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the request. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

3. **Preparing for public hearing.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the applicant's request.

4. **Format of public hearing.** The public hearing before the Code Enforcement Board is quasi-judicial in nature. *State and local law strictly prohibits applicants and/or interested parties from participating in ex-parte communications with Board members in person, by phone, e-mail, or in writing before the application is considered at a public hearing.* Applicants are encouraged to review and copy the quasi-judicial rules and procedures used by the Code Enforcement Board before the public hearing date. A copy may be obtained from the City Clerk's Office.

5. **Exhibits at public hearing.** If photographs, documents, maps or other materials are provided to the Board as evidence at the public hearing, the applicant must provide a copy to the Recording Secretary, City Staff, and the Code Enforcement Board for examination. One copy of any exhibits and/or evidence shall be provided, by law those instruments automatically become part of the public records and cannot be returned to the applicant.

6. **Witnesses at public hearing.** For the purposes of making a decision on the application, the Board shall only consider testimony of qualified witnesses. A witness is determined by the Board and is generally based on:

   a. The witness has personal knowledge of the fact in which the witness will testify; and/or

   b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:

      1. Layman witness: Testimony of a witness other than an expert witness is qualified only if:

         - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.

         - The opinions and inferences do not require any special knowledge, skill experience or training.

      2. Expert witness. Testimony of an expert witness is qualified only if:

         - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.

         - The witness is adequately qualified to express an opinion on the matter.

Sec. 6-707. - Satisfaction or release of code enforcement lien. (NOTE: this is not the code section in its entirety)

(b) ***Application.*** The application shall be executed under oath and sworn to in the presence of a notary public.

(c) ***Reimbursement to city for recording costs at time of application.*** The violator shall submit, at the time of application, payment to the city in the amount necessary to reimburse the city for its costs associated with recording the order imposing a penalty or fine and the requested satisfaction or release of lien. These costs are non-refundable, without regard for the final disposition of the application for satisfaction or release of lien.

(d) ***Processing of application by Code Enforcement Manager or Chief of Police.*** Upon receipt of the application for satisfaction or release of lien and payment provided above, the community development director shall confirm through the code enforcement department that the violation which resulted in the order imposing penalty or fine has been brought into compliance. If the violation has been brought into compliance and there is no current code violation upon the property in question, the community development director shall place the application upon the agenda of the next meeting of the code enforcement board.

(e) ***Code enforcement board hearing.*** At the hearing before the code enforcement board, the board shall review and consider the application for satisfaction or release of lien, provide the violator with an opportunity to address the board regarding the application for satisfaction or release of lien, and to take the testimony of other interested parties, including but not limited to city staff.

Review and recommendation. Upon review of the application and any testimony presented, the code enforcement board shall recommend to the city council approval, approval with conditions, or denial of the application for satisfaction or release of lien.

The code enforcement board, in determining its recommendation, shall consider the following factors:

(1) The gravity of the violation;

(2) The time in which it took the violator to come into compliance;

(3) The accrued amount of the code enforcement fine or lien;

(4) Any previous or subsequent code violations;

(5) Any financial hardship; and

(6) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine.

(f) ***Presentation to city council.*** After a recommendation has been rendered by the code enforcement board, the community development director shall place the application for satisfaction or release of lien upon the agenda of the next regularly scheduled city council meeting. The city council may take action solely based upon the sworn application and recommendation of the code enforcement board; or it may, in its discretion, provide the violator with an opportunity to address the council in regard to the application for satisfaction or release of lien.

City Council action. The city council may approve, approve with conditions, or deny the application to satisfy or release of lien. If the city council approves the application to satisfy or release the lien and the approval is conditioned upon the violator paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded until the condition(s) placed by the council have been satisfied.

(g) ***Compliance with city council conditions.*** The violator shall have thirty (30) days in which to comply with the conditions imposed by the city council. Failure of the violator to comply will result in the automatic denial of the application for satisfaction or release of lien.

(h) ***Effect of denial on application for subsequent lien reduction or forgiveness.*** If the application is denied or if the application is automatically denied due to the failure of the violator to comply with the conditions imposed by the city council, the violator shall thereafter be barred from applying for a subsequent reduction or forgiveness of the lien for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this chapter.

(Ord. No. 16-06, § 2, 5-9-06)

122 Rosa L Jones Cocoa request for Lien Reduction

I was approached by a gentleman who had received my name from someone I do not know. He called me to ask if I would be interested in buying his property (122 Rosa L Jones). Gary (the owner) was under the impression that the house could be repaired? I am a female general contractor with decades of experience. When I walked the property I knew for certain this was not anything that needed to be rebuilt. As the property had extensive structural concerns never mind the obvious condition of the inside of property. The issue was Gary had contents from his home and his fathers home and some other items of value to him he wanted to keep. The issue became Gary had no car or truck to his name. I told him that I would do some research and get back to him. I have had many conversation with Dennis Bundt at Code Enforcement. Dennis has provided a wealth of information to me to help me understand the process and concerns in buying such a property. I have also worked closely with the Cocoa building department and the planners at the City Hall, Alex and Sandy. They have all been wonderful to work with and learn.

I have been waiting on Gary to remove the items he wanted to keep. When the title company called me and said Gary is ready. I closed on February 22, 2021. I filed for the demo permit and the lot was cleared the following Tuesday, Wednesday the lot had additional fill brought in and DOT grass seed and hay. The lot and demo was inspected by both the Code Enforcement and Will from Building department and we passed the inspection.

The demo costs to me have been $4500 for house $300 for shed. Under shed was a large concrete pad that needed to be removed $950 and 5 loads of fill for $200 per load ($1000) ad them to bring a machine to level the dirt $400 for the day $250 for grass seed and hay. Total demo or compliance cost to me were $7300.

I would like the City to see that I have done my absolute best to get the building down safely and have the inspection passed ASAP. I am excited to be part of the Cocoa Village area. I would like to rebuild a single family home or a duplex on the lot. I am very focused and organized my new construction builds move along quickly and will help beautify the street. I think I can add an attractive new home in its place. The neighbors and the passer by folks have already made comments to say how "it makes such a difference already with the house removed"

I also understand that the City have HARD COSTS for the Violations that they previous owners have incurred. Dennis has informed me that he will notify me or the council as to what those costs will be once the property is in compliance? I would likem to request a zero fine for me but no greater than Dennis's hard cost as worst case. I am asking to be recognized for working with the seller as he obviously was in over his head. I bought the property after giving him time to get his belongings and as fast as I could move purchased, file for permit, demo'd, passed final in 8 days of ownership. I am trying to build a relationship with the city of Cocoa as I am a woman of my word and can follow the rules. Please understand that the risk is huge to me as I have never purchased a property with such a VARIABLE.....honestly who would? I am a single mom and I am very cautious with what I do and I am hoping the Code Enforcement Board, City Council, will show mercy on me as I did not cause any violations. If the liens are forgiven or reduced to hard costs I then can move forward to help build a beautiful home or homes in the Village. I cannot afford the burden of $60K plus liens for the chance to build. I am an experienced state licensed contractor with no complaints with the DBPR yet I am a small business and could not absorb $60K plus liens. I am available to answer any questions and show my

work to any one that would be interested in knowing me, I take pride in what I do and I would like the opportunity to show Cocoa Village what I would like to build on the lot passing thru Cocoa Village. Rosa Jones is a very busy street and I feel that it would be a beautiful addition for folks coming thru to enjoy the Village. Thank you Sue Ercolani 321 506 9375

Prepared by:
Jeanni Brown
Countywide Title & Escrow, Corp.
275 N. Grove St., # 101
Merritt Island, Florida 32953

File Number: 20-1395

General Warranty Deed

Made this February 22, 2021 A.D. By **Gary P. Rembert, a single man**, whose post office address is 4029 INDIAN RIVER COCOA, FL. 32927 hereinafter called the grantor, to **SASE Properties LLC**, whose post office address is: 485 Norwood Avenue, Satellite Beach, Florida 32937, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Brevard County, Florida, viz:

Lot 8, Block 22, according to plat of S. F. Travis' Addition to Cocoa, as recorded in Plat Book 1, Page 71, Public Records of Brevard County, Florida.
ALSO, begin at the Southeast corner of Lot 8, Block 22, aforesaid for Point of Beginning; thence proceed East along street line 10 feet; thence proceed North 105.8 feet to a point due East of Northeast corner of Lot 8, Block 22, aforesaid; thence West 10 feet to Northeast corner of said Lot 8, thence Southerly along East line of said Lot 8 to the Point of Beginning.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Parcel ID Number: **24-36-33-80-22-8**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2020.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Michelle Brown
Witness Printed Name Michelle Brown

A Chapman
Witness Printed Name Angela Chapman

Gary P. Rembert (Seal)
Gary P. Rembert
Address:

(Seal)
Address:

State of Florida

Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

PROPERTY DETAILS

Phone: (321) 264-6700
https://www.bcpao.us

Account	2426342
Owners	SASE PROPERTIES LLC
Mailing Address	485 NORWOOD AVE SATELLITE BEACH FL 32937
Site Address	122 ROSA L JONES DR COCOA FL 32922
Parcel ID	24-36-33-80-22-8
Property Use	0110 - SINGLE FAMILY RESIDENCE
Exemptions	HEX1 - HOMESTEAD FIRST HEX2 - HOMESTEAD ADDITIONAL
Taxing District	23D0 - COCOA
Total Acres	0.15
Subdivision	S F TRAVIS ADDN TO COCOA
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0001/0071
Land Description	S F TRAVIS ADDN TO COCOA LOT 8 & 10 FT STRIP ON E SIDE LOT 8 BLK 22



VALUE SUMMARY

Category	2020	2019	2018
Market Value	$34,400	$35,030	$37,150
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$25,610	$25,040	$24,580
Assessed Value School	$25,610	$25,040	$24,580
Homestead Exemption	$25,000	$25,000	$24,580
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$610	$40	$0
Taxable Value School	$610	$40	$0

SALES/TRANSFERS

Date	Price	Type	Deed
02/22/2021	$11,500	WD	9028/1052
07/09/2001	$11,700	WD	4377/3328
05/18/2000	--	QC	4176/3961
06/01/1998	--	TD	3857/2285
11/01/1991	$9,000	QC	3160/0024
05/01/1980	$15,000	--	2234/1650
01/02/1969	--	--	1062/0598

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - SINGLE FAMILY RESIDENCE

Materials		Details	
Exterior Wall:	BRD/LAP SIDING	Year Built	1928
Frame:	WOOD FRAME	Story Height	8
Roof:	ASPH/ASB SHNGL	Floors	1
Roof Structure:	HIP/GABLE	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	810	Garage Detached	240

Screen Porch	168
Total Base Area	810
Total Sub Area	978

Lisa Cullen, CFC
Brevard County Tax Collector

Search all services we offer...

Vehicle Registration | Property Tax | Business Tax | Tourist Tax

Account Summary

Real Estate Account #2426342

Print this page

Owner:
REMBERT, GARY P

Situs:
122 ROSA L JONES DR
COCOA

Parcel details
Property Appraiser

Get bills by email

Amount due

Your account is **paid in full**. There is nothing due at this time.
Your last payment was made on **02/24/2021** for **$364.37**. Print paid bill (PDF)

Apply for the 2021 installment payment plan

Account history

BILL	AMOUNT DUE	STATUS			ACTION
2020 Annual Bill	$0.00	**Paid** $364.37	02/24/2021	**Receipt** #801-21-00002173	Print (PDF)
2019 Annual Bill	$0.00	**Paid** $338.38	01/21/2020	**Receipt** #232-20-00002432	Print (PDF)
2018 Annual Bill	$0.00	**Paid** $255.70	11/28/2018	**Receipt** #407-19-00000303	Print (PDF)
2017 Annual Bill	$0.00	**Paid** $255.04	01/30/2018	**Receipt** #410-18-00001068	Print (PDF)
2016 Annual Bill	$0.00	**Paid** $250.16	03/14/2017	**Receipt** #401-17-00001443	Print (PDF)
2015 Annual Bill	$0.00	**Paid** $235.51	11/23/2015	**Receipt** #410-16-00000327	Print (PDF)
2014 Annual Bill	$0.00	**Paid** $190.54	12/30/2014	**Receipt** #802-15-00001198	Print (PDF)
2013 Annual Bill	$0.00	**Paid** $164.40	12/13/2013	**Receipt** #2014-9688525	Print (PDF)
2012 Annual Bill	$0.00	**Paid** $135.12	11/30/2012	**Receipt** #2013-9558931	Print (PDF)
2011 Annual Bill	$0.00	**Paid** $141.78	11/16/2011	**Receipt** #2012-9394518	Print (PDF)
2010 Annual Bill	$0.00	**Paid** $219.20	12/08/2010	**Receipt** #2011-1102871	Print (PDF)
2009 Annual Bill	$0.00	**Paid** $314.16	11/23/2009	**Receipt** #2010-1202709	Print (PDF)
2008 Annual Bill	$0.00	**Paid** $430.85	11/13/2008	**Receipt** #2009-1800443	Print (PDF)
2007 Annual Bill	$0.00	**Paid** $1,338.11	12/13/2007	**Receipt** #2008-1851248	Print (PDF)
2006 Annual Bill	$0.00	**Paid** $1,121.75	02/08/2007	**Receipt** #2007-1213059	Print (PDF)
2005 Annual Bill	$0.00	**Paid** $876.81	12/15/2005	**Receipt** #2006-9093700	Print (PDF)
Total Amount Due	**$0.00**				

E-Check Payments: E-Check payments are **FREE**!

Credit/Debit Card Payments: The payment will appear on your statement as "Brevard Co PRPTAX" or "Brevard TAX DMV". The convenience fee may appear separately as "Brevard Co-Fee". The Tax Collector's office does not receive any portion of the convenience fee.

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Electronic Articles of Organization For Florida Limited Liability Company

L19000229222
FILED 8:00 AM
September 10, 2019
Sec. Of State
jafason

Article I

The name of the Limited Liability Company is:

SASE PROPERTIES LLC

Article II

The street address of the principal office of the Limited Liability Company is:

485 NORWOOD AVENUE
SATELLITE BEACH, FL. US 32937

The mailing address of the Limited Liability Company is:

485 NORWOOD AVENUE
SATELLITE BEACH, FL. US 32937

Article III

The name and Florida street address of the registered agent is:

FOREVER PROPERTIES LLC
485 NORWOOD AVENUE
SATELLITE BEACH, FL. 32937

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: SUE ERCOLANI

Article IV

L19000229222
FILED 8:00 AM
September 10, 2019
Sec. Of State
jafason

The name and address of person(s) authorized to manage LLC:

Title: MGR
SUSAN ERCOLANI
485 NORWOOD AVENUE
SATELLITE BEACH,, FL. 32937 US

Signature of member or an authorized representative

Electronic Signature: SUSAN ERCOLANI

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

2020 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Jul 18, 2020
Secretary of State
8376484395CC

DOCUMENT# L19000229222

Entity Name: SASE PROPERTIES LLC

Current Principal Place of Business:

485 NORWOOD AVENUE
SATELLITE BEACH, FL 32937

Current Mailing Address:

485 NORWOOD AVENUE
SATELLITE BEACH, FL 32937 US

FEI Number: 84-3357074

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

FOREVER PROPERTIES LLC
485 NORWOOD AVENUE
SATELLITE BEACH, FL 32937 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGR
Name	ERCOLANI, SUSAN
Address	485 NORWOOD AVENUE
City-State-Zip:	SATELLITE BEACH, FL 32937

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: SUSAN ERCOLANI MGR 07/18/2020

Electronic Signature of Signing Authorized Person(s) Detail — Date

2021 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Feb 02, 2021
Secretary of State
0244154883CC

DOCUMENT# L19000229222

Entity Name: SASE PROPERTIES LLC

Current Principal Place of Business:

485 NORWOOD AVENUE
SATELLITE BEACH, FL 32937

Current Mailing Address:

485 NORWOOD AVENUE
SATELLITE BEACH, FL 32937 US

FEI Number: 84-3357074

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

FOREVER PROPERTIES LLC
485 NORWOOD AVENUE
SATELLITE BEACH, FL 32937 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGR
Name	ERCOLANI, SUSAN
Address	485 NORWOOD AVENUE
City-State-Zip:	SATELLITE BEACH, FL 32937

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: SUSAN ERCOLANI MGR 02/02/2021

Electronic Signature of Signing Authorized Person(s) Detail — Date


SunBiz.org
Division of
CORPORATIONS
an official State of Florida website

Detail by Entity Name

Florida Limited Liability Company
SASE PROPERTIES LLC

Filing Information

Document Number	L19000229222
FEI/EIN Number	84-3357074
Date Filed	09/10/2019
State	FL
Status	ACTIVE

Principal Address

485 NORWOOD AVENUE
SATELLITE BEACH, FL 32937

Mailing Address

485 NORWOOD AVENUE
SATELLITE BEACH, FL 32937

Registered Agent Name & Address

FOREVER PROPERTIES LLC
485 NORWOOD AVENUE
SATELLITE BEACH, FL 32937

Authorized Person(s) Detail

Name & Address

Title MGR

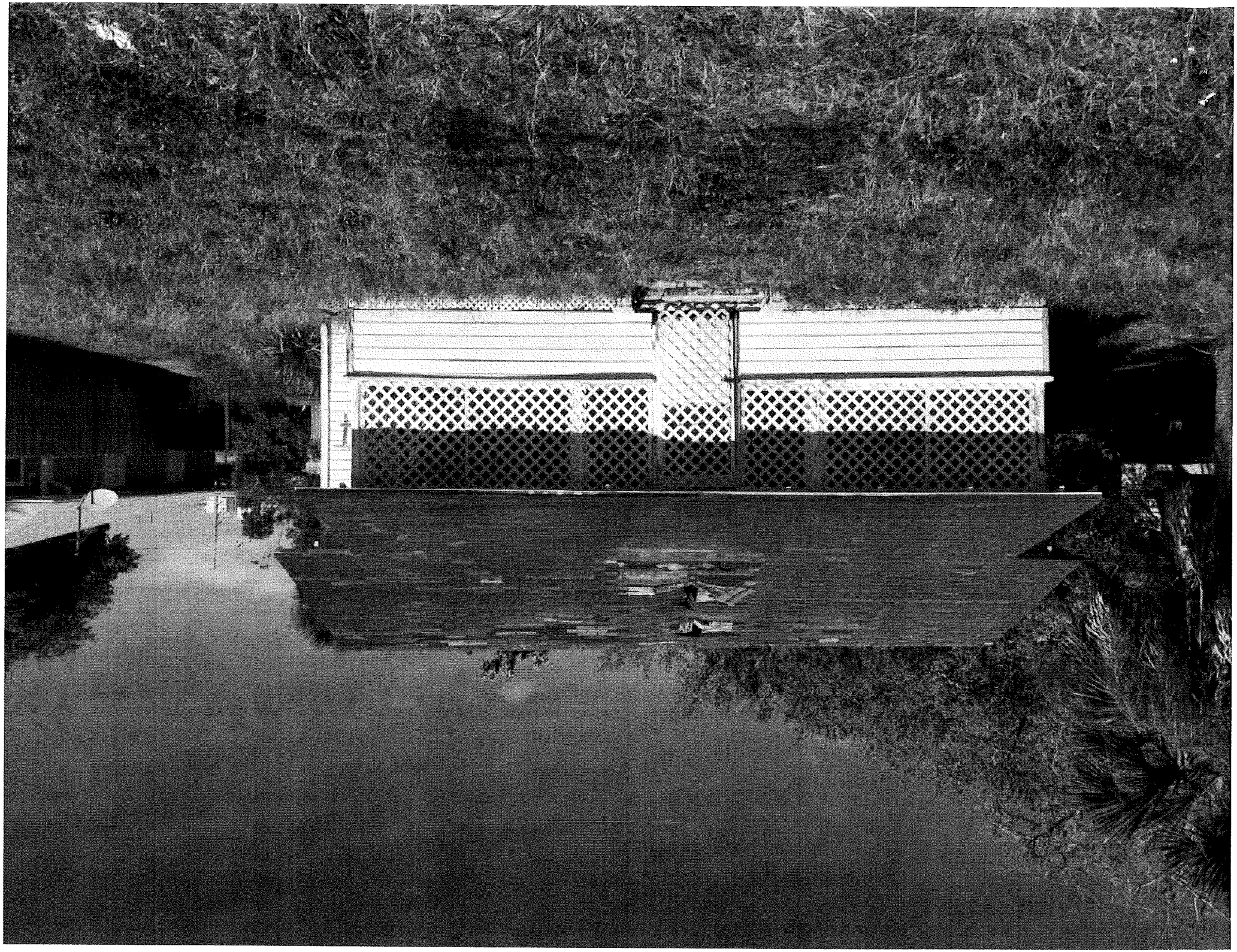
ERCOLANI, SUSAN
485 NORWOOD AVENUE
SATELLITE BEACH,, FL 32937

Annual Reports

Report Year	Filed Date
2020	07/18/2020
2021	02/02/2021

Document Images

02/02/2021 -- ANNUAL REPORT	View image in PDF format
07/18/2020 -- ANNUAL REPORT	View image in PDF format
09/10/2019 -- Florida Limited Liability	View image in PDF format



Legislation Details (With Text)

File #:	21-264	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Council Busines
File created:	3/25/2021			**In control:**	City Council
On agenda:	4/13/2021			**Final action:**	
Title:	Consider the Donation Application for Cocoa Youth Athletics, Inc. in the amount of $1,000. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Donation Application: Cocoa Youth Athletics, Inc.pdf Stradley Field repairs needed.pdf Cocoa Youth Athletics Presentation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 25, 2021
Agenda Date: April 13, 2021
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Donation Application for Cocoa Youth Athletics, Inc. in the amount of $1,000.

BACKGROUND:

Cocoa Youth Athletics, Inc. submitted a donation application to the City Clerk's office on March 9, 2021. The project that they are requesting funding for is "Building a Tiger; One Touchdown at a Time." The application was complete upon receipt along with all required documentation.

Cocoa Youth Athletics, Inc. plans to serve 200-300 participants during their upcoming season, with the majority of the children being from the City of Cocoa. These funds help to provide scholarships to 50-75 under privileged youth in the program, as registration fees are $100-$125 per child which includes a new uniform, full set of equipment, helmet, should pads and practice pads.

This program provides the youth of Cocoa the opportunity to learn the skills of football and cheer, provides them an outlet for physical activity to help both their health and mental situation and promotes teamwork and good sportsmanship. Additionally, this program helps out in the community by volunteering with churches, hosting parties for senior citizens and by promoting service over self.

Cocoa Youth Athletics also received a donation in 2019 and in 2020, both in the amount of $1,000. All After Action Statements have been received for prior donations as well.

Each fiscal year, each Councilmember is allotted $1,000 and can choose whether or not to donate any of their portions to applicants. It is suggested that if each member wishes to contribute, each would be using $200 of their allotment, leaving each member a balance of $800.

The donation application and packet is submitted for your review.

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

Budgeted	Yes
Amount Requested	$1,000
Account Number	001-1000-511.48-00
Account Name	Promotional Activities

PREVIOUS ACTION:

Cocoa Youth Athletics, Inc. received City Council donations on March 13, 2019 and on March 11, 2020, both in the amount of $1,000.

RECOMMENDED MOTION:

Consider the Donation Application for Cocoa Youth Athletics, Inc. in the amount of $1,000.

powered by Legistar™

SUBMITTAL CHECKLIST

Please make sure that all requested information below is accompaning the application.

Organization Name: Cocoa Youth Athletics Corporation

Project Name: Building a Tiger; One touchdown at a time!

		YES	NO
1	Completed Application	X	
2	Exhibit A - IRS Letter of Non-Profit Determination Or State of FL Non-Profit Designation	X	
3	Exhibit B - Income/Expense Report (Last Filed Federal 990 or 990EZ will be accepted in lieu of)	X	
4	Exhibit C - Project Objectives	X	
5	Exhibit D - Use Of Funds Statement	X	

Please send original application with requested attachments to:

City of Cocoa
Carie Shealy, City Clerk
65 Stone Street
Cocoa, Florida 32922

These must be post marked no later than *60 days prior to the event.*

If you have any questions, please call City Hall at 433-8484 . Thank You.

RECEIVED
Office of the City Clerk
MAR 09 2021
Time:

65 Stone Street
Cocoa, Florida 32922

DONATION APPLICATION

PART I: GENERAL INFORMATION

APPLICANT INFORMATION:

APPLICANT NAME: Cocoa Youth Athletics Corporation

FEDERAL ID #: 85-8017614722c-1

Please attach IRS Determination Letter as support documentation Exhibit A.

ADDRESS: P.O. Box 236752 (Stradley Park, 1881 Rosetine St., Cocoa, Fl)

CITY/STATE: Cocoa, Fl **ZIP:** 32922

CONTACT PERSON: Alicia Phillips **TITLE:** Secretary

Contact person will be in direct contact with the City and responsible for administering the grant if awarded.

TELEPHONE #: (321) 208-6458 **FAX #:**

EMAIL ADDRESS: cyeaop@gmail.com

FINANCIAL: Provide budget information for your organization by completing the attached Income/Expense Report as Exhibit B or last filed IRS 990 or 990EZ will be accepted in lieu of this financial report.

CURRENT OPERATING BUDGET: $500

PROJECT INFORMATION:

NAME OF PROJECT: Building Tiger Nation

TOTAL PROJECT COST: $ 1000.00

AMOUNT OF MONETARY REQUEST: $ 1000.00

Neither monetary nor in-kind may exceed $1,000

AMOUNT OF IN-KIND REQUEST: $ 1000.00

COUNCIL DISTRICT: [X] CITYWIDE [X] DISTRICT 1 [X] DISTRICT 2 [X] DISTRICT 3 [X] DISTRICT 4

For more information please go to our official City web site at www.cocoafl.org

ANTICIPATED PARTICIPANTS TO BE SERVED: 200-300

 # OF COCOA RESIDENTS TO BE SERVED: 200-300 (20 POINTS)

NEW PROGRAM?: [ ] YES [X] NO (10 POINTS)

EXPANDED PROGRAM?: [X] YES [ ] NO

RECEIVED
MAR 09 2021
Time:
Staff

PART II: EVALUATION CRITERIA

PROJECT IMPACT:

1. Please describe in detail, the proposed project objectives. Why is this project needed? Some of the issues the applicant may wish to address include, but are not limited to:
   - How quality of life for Cocoa residents will be enhanced;
   - Who will be served (children, seniors, families, and/or the disabled, etc.);
   - How the project is unique to the Cocoa community;
   - How the project meets an unmet need in the community;
   - Educational and informational benefits.

Please limit response to one typed page and attach as Exhibit C. (UP TO 50 POINTS)

2. Will any Cocoa residents be involved in the selecting, planning, and/or implementation of the proposed project? Yes X No_____ If yes, briefly describe. (10 POINTS)

The program includes residents in the City of Cocoa and in the County area of Cocoa. Residents will help organize and supervise youth during practices and games. Residents assist in planning practice set up, uniform sizing, concession planning etc.

3. Briefly describe your organization's experience and ability to deliver the project as proposed and timeline for completion. (UP TO 20 POINTS)

This past year, we were able to have over 200 youth participate in the program. We were able to offer 25 - 50 scholarships to under privilege youth and suit each of them with new equipment and uniforms. We are expecting an increase in participation within the next 3 - 4 months as its registration time with the project closing around August 10, 2021.

USE OF FUNDS: Complete Exhibit E. - Use Of Funds Statement describing type of funds requested (monetary and/or in-kind services), types of in-kind services required (dates and times); how requested monetary funds are to be used for the program/event, including costs, potential vendor and a general description of the proposed purchases.

NOTE: Upon completion of the event, an After Action Statement, Materials Purchase Schedule, and supporting documentation must be submitted to confirm use of City funds and services provided. Failure to do so, will result in denial of future requests.

Remember that all expenditures of grant funds will need to be accounted for by supplying copies of sales receipts, cancelled checks, and/or invoices to the City.

I hereby certify that the information provided in this application is true and accurate, and I have the authority to apply for this donation on behalf of the organization.

Antonio R. Williams, Sr, President — **Signature of Authorized Representative**

02/27/2021 — **Date**

Exhibit B
INCOME/EXPENSE REPORT

Please provide the following information for your most current completed fiscal year.
This report must be submitted with Application Request For Funding.

Organization Name: Cocoa Youth Athletics Corporation
Fiscal Period: 01/01/2020 - 03/08/2021

INCOME	AMOUNT
Support	
Govt. grants	$ 3500.00
Foundations	$
Corporations	$
United Way	$
Individual contributions	$
Fundraising efforts	$ 3000.00
Membership income	$
In-Kind support	$
Investment income	$
Other (specify	$
	$
	$
Revenue	
Govt. contracts	$
Earned Income	$
Other (specify)	$
	$
TOTAL INCOME	$ 6500.00

EXPENSES	AMOUNT
Salaries and wages	$
Insurance and Benefits	$ 475.00
Professional fees	$ 500.00
Fundraising costs	$ 500.00
Travel	$
Equipment	$ 5000.00
Printing fees	$
Telephone/Utilities	$ 1020.00
Postage	$
Rent	$
In-Kind expenses	$
Depreciation	$
Other (specify)	$
	$
TOTAL EXPENSES	$ 7495.00

Last Filed Federal 990 or 990EZ Form will be accepted in lieu of the above Income/Expense Report.

EXHIBIT C

1. Objectives of this project:
    a. Give youth the opportunity to learn the skills of football and cheer.
    b. To reconnect youth in this pandemic environment.
    c. To provide children with an outlet for physical activity to help with their health and mental situations.
    d. To promote teamwork and good sportsmanship.
2. This project is needed as the youth of our community need a place and outlet to be kids and have fun again!
3. We serve all kids majority are from the City of Cocoa, but we serve youth from all of Brevard County.
4. Our program works to meet the needs of not only our youth, but also the needs of our community. We volunteer with churches, we host parties for the senior citizens, we promote service over self.

Exhibit D

City of Cocoa
Use of Funds Statement
(To be submitted with Donation Application)

Date: 03/07/2021

Organization: Cocoa Youth Athletics Corporation

Project Dates: 01/01/2021 - 08/31/2021

Project: Building a Tiger; One touchdown at a time!

1.) Please list the In-kind services requested from the City, along with the dates and times required: Volunteering a few hours of time to help at the field or practices.

2.) Please list the amount of monetary funds requested from the City, describing how the requested funds are to be used, including individual costs, potential vendors, and a general description of the purposed purchases:

We are requesting $1000 in monetary funds to give 50 - 75 scholarships for under privileged youth within out program.

Registration costs are $100-$125 per participant which includes a new uniform, full set of equipment, helmet, shoulder pads and practice pads.

All equipment will be purchased through Riddell, Academy, ASA or Dick's Sporting goods.

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Alicia Phillips
Project Administrator

03/7/21
Date

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Natalya Chapple, Treasurer
Project Financial Officer

03/7/21
Date

City of Cocoa
After Action Statement
(To be submitted after completion of project/event)

Date: 3/7/21 **Project Dates:** 01/01/2020 - 08/10/2020

Organization: Cocoa Youth Athletics Corporation **Project:** Building Tiger Nation

1.) **Provide a follow-up to the event, including a description and success of the activity, attendance, etc:** With a limited 2020 season, we were able to register and purchase 50 additional uniforms and equipment. Two of our 5 teams ended up winning the Central Florida Youth Football & Cheer League Superbowl. Both teams received an invitation to the AYF National Tournament held in Orlando, Fl

2.) **Were the Cocoa provided monetary funds and/or in-kind services helpful?** The funds provided were very helpful as it gave kids an outlet to be kids and have fun during a pandemic. Without these funds, we would not have been able to offer any scholarships.

3.) **Additional Comments:**

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Alicia Phillips — **Project Administrator**

3/7/21 — **Date**

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Natalya Chapple, Treasurer — **Project Financial Officer**

3/7/21 — **Date**

Attach any back up documentation, pictures, newspaper stories, etc.

City of Cocoa

Material Purchases Schedule

To be attached when utilizing City of Cocoa funds to purchase or rent materials

Submit with the After Action Statement

Date: 03/7/21

Grantee: Cocoa Youth Athletics Corporation Project: Building a Tiger; One touchdown at a time!

Vendor Name	Vendor Invoice #	Check # and Date	Project Cost	General Description
04/01/2021			$9,000	Uniforms

TOTAL $ 9,000

Certification: I hereby certify that the purchases noted above were used in accomplishing the project.

x: Alicia Phillips — 03/07/21

Project Administrator — Date

Certification: I hereby certify that the attached documents such as, canceled checks, sales receipts, and invoices support the funded project.

x: Natalya Chapple — 03/07/21

Project Financial Officer — Date

SCORING CHECKLIST FOR GRANT APPLICATIONS

Organization: Cocoa Youth Athletics Corporation

Project Name: Building A Tiger: One Touchdown at a Time

		SCORE
1. New or expanded program for the organization? If Yes, the applicant receives **10 points.**	Yes ☑ No ☐	10
2. How many Cocoa residents will be served with this project? Applicant can receive up to **20 points** in this section. Majority of recipients = **20 points;** Half of recipients served = **10 points.**	Number 200-300	20
3. Were Cocoa volunteer residents used in the implementation of this project? If yes, the applicant receives **10 points.**	Yes ☑ No ☐	10
4. What impact will this project have on the community? The following will be considered: Enhances quality of life for Cocoa residents. Programs for children, seniors, families, and/or disabled. Unique to the Cocoa community Fills an unmet need in the Cocoa community Has record of community support Educational and informational benefits Applicant may receive up to **50 points** in this section		50
5. Has the applicant demonstrated the ability to execute their proposed project? Applicant may receive up to **20 points** in this section.	Yes ☑ No ☐	20

6. COMMENTS:
per City Donation policy application is complete and after action Report submitted for prior year's donation.

Total Score 110

Minimum threshold met?: Yes ☑ No ☐

Forwarded to City Attorney for review: Yes ☑ No ☐ **Date:** 3/17/2021

Meets municipal purpose?: Yes ☐ No ☐

City Council: _____ **Approved:** Yes ☐ No ☐

Approved 04/06

TRU TAX SERVICES LLC
1501 ROBERT J CONLAN BLVD STE 120 #4
PALM BAY, FL 32905
321-345-1470

July 15, 2020

Cocoa Youth Athletics Corporation
PO Box 236752
Cocoa, FL 32926

Dear Client:

Your 2019 Federal Return of Organization Exempt from Income Tax will be electronically filed with the Internal Revenue Service upon receipt of a signed Form 8879-EO - IRS e-file Signature Authorization. No tax is payable with the filing of this return.

Please be sure to call us if you have any questions.

Sincerely,

Janae Beauchamp

DO NOT FILE

Cocoa Youth Athletics Corporation 83-1853127

FORM 990-EZ REVENUE	
Contributions, gifts, and grants	64,994
Total revenue	64,994
EXPENSES	
Professional fees/pymt to contractors	3,369
Other expenses	61,180
Total expenses	64,549
NET ASSETS OR FUND BALANCES	
Excess or (deficit) for the year	445
Net assets/fund bal. at beg. of year	1,539
Net assets/fund bal. at end of year	1,984

DO NOT FILE

Form **8879-EO**

Department of the Treasury
Internal Revenue Service

IRS *e-file* Signature Authorization for an Exempt Organization

For calendar year 2019, or fiscal year beginning _____, 2019, and ending _____, 20 ____

► **Do not send to the IRS. Keep for your records.**

► **Go to *www.irs.gov/Form8879EO* for the latest information.**

OMB No. 1545-1878

2019

Name of exempt organization

Cocoa Youth Athletics Corporation

Employer identification number

83-1853127

Name and title of officer

SAM CLAYBORN President

Part I Type of Return and Return Information (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line **1a, 2a, 3a, 4a,** or **5a,** below, and the amount on that line for the return being filed with this form was blank, then leave line **1b, 2b, 3b, 4b,** or **5b,** whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

1a Form 990 check here ►	☐	**b Total revenue,** if any (Form 990, Part VIII, column (A), line 12)	**1b**
2a Form 990-EZ check here ►	☒	**b Total revenue,** if any (Form 990-EZ, line 9)	**2b** 64,994.
3a Form 1120-POL check here ►	☐	**b Total tax** (Form 1120-POL, line 22)	**3b**
4a Form 990-PF check here ►	☐	**b Tax based on investment income** (Form 990-PF, Part VI, line 5)	**4b**
5a Form 8868 check here ►	☐	**b Balance Due** (Form 8868, line 3c)	**5b**

Part II Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2019 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS **(a)** an acknowledgement of receipt or reason for rejection of the transmission, **(b)** the reason for any delay in processing the return or refund, and **(c)** the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

DO NOT FILE

Officer's PIN: check one box only

☒ I authorize TRU TAX SERVICES LLC to enter my PIN 65616 as my signature

ERO firm name

Enter five numbers, but do not enter all zeros

on the organization's tax year 2019 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

☐ As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2019 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature ► _____ Date ► _____

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN 50836912345

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2019 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163,** Modernized e-File (MeF) Information for Authorized IRS *e-file* Providers for Business Returns.

ERO's signature ► Janae Beauchamp Date ► _____

ERO Must Retain This Form – See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

Form **990-EZ**

Department of the Treasury
Internal Revenue Service

Short Form
Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

► **Do not enter social security numbers on this form, as it may be made public.**

► **Go to *www.irs.gov/Form990EZ* for instructions and the latest information.**

OMB No. 1545-0047

2019

Open to Public Inspection

A For the 2019 calendar year, or tax year beginning , 2019, and ending ,

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/terminated
- ☐ Amended return
- ☐ Application pending

C
Cocoa Youth Athletics Corporation
PO Box 236752
Cocoa, FL 32926

D Employer identification number
83-1853127

E Telephone number
(321) 208-6458

F Group Exemption Number ►

G Accounting Method: ☒ Cash ☐ Accrual Other (specify) ►

I Website: ► N/A

J Tax-exempt status (check only one) – ☒ 501(c)(3) ☐ 501(c) ( ) ◄(insert no.) ☐ 4947(a)(1) or ☐ 527

H Check ► ☒ if the organization is **not** required to attach Schedule B (Form 990, 990-EZ, or 990-PF).

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other

L Add lines 5b, 6c, and 7b to line 9 to determine gross receipts. If gross receipts are $200,000 or more, or if total assets (Part II, column (B)) are $500,000 or more, file Form 990 instead of Form 990-EZ ► $ 64,994.

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I)

Check if the organization used Schedule O to respond to any question in this Part I ☒

Revenue	1	Contributions, gifts, grants, and similar amounts received	1	64,994.
	2	Program service revenue including government fees and contracts	2	
	3	Membership dues and assessments	3	
	4	Investment income	4	
	5a	Gross amount from sale of assets other than inventory — a		
	b	Less: cost or other basis and sales expenses — 5b		
	c	Gain or (loss) from sale of assets other than inventory (subtract line 5b from line 5a)	5c	
	6	Gaming and fundraising events:		
	a	Gross income from gaming (attach Schedule G if greater than $15,000) — 6a		
	b	Gross income from fundraising events (not including $ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds $15,000) — 6b		
	c	Less: direct expenses from gaming and fundraising events — 6c		
	d	Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)	6d	
	7a	Gross sales of inventory, less returns and allowances — 7a		
	b	Less: cost of goods sold — 7b		
	c	Gross profit or (loss) from sales of inventory (subtract line 7b from line 7a)	7c	
	8	Other revenue (describe in Schedule O)	8	
	9	**Total revenue.** Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8 ►	9	64,994.
Expenses	10	Grants and similar amounts paid (list in Schedule O)	10	
	11	Benefits paid to or for members	11	
	12	Salaries, other compensation, and employee benefits	12	
	13	Professional fees and other payments to independent contractors	13	3,369.
	14	Occupancy, rent, utilities, and maintenance	14	
	15	Printing, publications, postage, and shipping	15	
	16	Other expenses (describe in Schedule O) See Schedule O	16	61,180.
	17	**Total expenses.** Add lines 10 through 16 ►	17	64,549.
Net Assets	18	Excess or (deficit) for the year (subtract line 17 from line 9)	18	445.
	19	Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)	19	1,539.
	20	Other changes in net assets or fund balances (explain in Schedule O)	20	
	21	Net assets or fund balances at end of year. Combine lines 18 through 20 ►	21	1,984.

DO NOT FILE

Part II Balance Sheets (see the instructions for Part II)
Check if the organization used Schedule O to respond to any question in this Part II ☐

		(A) Beginning of year		(B) End of year
22	Cash, savings, and investments	1,539.	22	1,984.
23	Land and buildings		23	
24	Other assets (describe in Schedule O)		24	
25	**Total assets**	1,539.	25	1,984.
26	**Total liabilities** (describe in Schedule O)	0.	26	0.
27	**Net assets or fund balances** (line 27 of column (B) **must** agree with line 21)	1,539.	27	1,984.

Part III Statement of Program Service Accomplishments (see the instructions for Part III)
Check if the organization used Schedule O to respond to any question in this Part III ☒

What is the organization's primary exempt purpose? See Schedule O

Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, describe the services provided, the number of persons benefited, and other relevant information for each program title.

Expenses (Required for section 501(c)(3) and 501(c)(4) organizations; optional for others.)

28 MENTORING AND SPORTS

(Grants $) If this amount includes foreign grants, check here ► ☐ 28a 57,679.

29

(Grants $) If this amount includes foreign grants, check here ► ☐ 29a

30

(Grants $) If this amount includes foreign grants, check here ► ☐ 30a

31 Other program services (describe in Schedule O)

(Grants $) If this amount includes foreign grants, check here ► ☐ 31a

32 **Total program service expenses** (add lines 28a through 31a) ► 32 57,679.

Part IV List of Officers, Directors, Trustees, and Key Employees (list each one even if not compensated — see the instructions for Part IV)
Check if the organization used Schedule O to respond to any question in this Part IV ☐

(a) Name and title	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC) (if not paid, enter -0-)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
SAM CLAYBORN President	0	0.	0.	0.

DO NOT FILE

Part V Other Information (Note the Schedule A and personal benefit contract statement requirements in the instructions for Part V.) Check if the organization used Schedule O to respond to any question in this Part V. See Sch O ☐

			Yes	No
33	Did the organization engage in any significant activity not previously reported to the IRS? If 'Yes,' provide a detailed description of each activity in Schedule O.	33		X
34	Were any significant changes made to the organizing or governing documents? If 'Yes,' attach a conformed copy of the amended documents if they reflect a change to the organization's name. Otherwise, explain the change on Schedule O. See instructions	34		X
35a	Did the organization have unrelated business gross income of $1,000 or more during the year from business activities (such as those reported on lines 2, 6a, and 7a, among others)?	35a		X
b	If 'Yes' to line 35a, has the organization filed a Form 990-T for the year? If 'No,' provide an explanation in Schedule O.	35b		
c	Was the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization subject to section 6033(e) notice, reporting, and proxy tax requirements during the year? If 'Yes,' complete Schedule C, Part III	35c		X
36	Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If 'Yes,' complete applicable parts of Schedule N.	36		X
37a	Enter amount of political expenditures, direct or indirect, as described in the instructions. ► 37a 0.			
b	Did the organization file **Form 1120-POL** for this year?	37b		X
38a	Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee; **or** were any such loans made in a prior year and still outstanding at the end of the tax year covered by this return?	38a		X
b	If 'Yes,' complete Schedule L, Part II, and enter the total amount involved. 38b 0.			
39	Section 501(c)(7) organizations. Enter:			
a	Initiation fees and capital contributions included on line 9. 39a 0.			
b	Gross receipts, included on line 9, for public use of club facilities. 39b 0.			
40a	Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under: section 4911 ► 0. ; section 4912 ► 0. ; section 4955 ► 0.			
b	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year, or did it engage in an excess benefit transaction in a prior year that has not been reported on any of its prior Forms 990 or 990-EZ? If 'Yes,' complete Schedule L, Part I	40b		X
c	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958. ► 0.			
d	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax on line 40c reimbursed by the organization ► 0.			
e	All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If 'Yes,' complete Form 8886-T.	40e		X
41	List the states with which a copy of this return is filed ► None			

DO NOT FILE

42a The organization's books are in care of ► SHERRIA SMITH Telephone no. ► (321) 208-6458
Located at ► PO Box 236752 COCOA FL ZIP + 4 ► 32926

			Yes	No
b	At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? If 'Yes,' enter the name of the foreign country ►	42b		X
	See the instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).			
c	At any time during the calendar year, did the organization maintain an office outside the United States? If 'Yes,' enter the name of the foreign country ►	42c		X

43	Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of **Form 1041** – Check here ► ☐ N/A and enter the amount of tax-exempt interest received or accrued during the tax year. ► 43 N/A			
			Yes	No
44a	Did the organization maintain any donor advised funds during the year? If 'Yes,' Form 990 must be completed instead of Form 990-EZ.	44a		X
b	Did the organization operate one or more hospital facilities during the year? If 'Yes,' Form 990 must be completed instead of Form 990-EZ	44b		X
c	Did the organization receive any payments for indoor tanning services during the year?	44c		X
d	If 'Yes' to line 44c, has the organization filed a Form 720 to report these payments? If 'No,' *provide an explanation in Schedule O*	44d		
45a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	45a		X
b	Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If 'Yes,' Form 990 and Schedule R may need to be completed instead of Form 990-EZ. See instructions	45b		X

		Yes	No
46 Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If 'Yes,' complete Schedule C, Part I	46		X

Part VI Section 501(c)(3) Organizations Only

All section 501(c)(3) organizations must answer questions 47-49b and 52, and complete the tables for lines 50 and 51.

Check if the organization used Schedule O to respond to any question in this Part VI ☐

		Yes	No
47 Did the organization engage in lobbying activities or have a section 501(h) election in effect during the tax year? If 'Yes,' complete Schedule C, Part II	47		X
48 Is the organization a school as described in section 170(b)(1)(A)(ii)? If 'Yes,' complete Schedule E	48		X
49a Did the organization make any transfers to an exempt non-charitable related organization?	49a		X
b If 'Yes,' was the related organization a section 527 organization?	49b		

50 Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees, and key employees) who each received more than $100,000 of compensation from the organization. If there is none, enter 'None.'

(a) Name and title of each employee	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
None				

f Total number of other employees paid over $100,000 ►

51 Complete this table for the organization's five highest compensated independent contractors who each received more than $100,000 of compensation from the organization. If there is none, enter 'None.'

(a) Name and business address of each independent contractor	(b) Type of service	(c) Compensation
None		

DO NOT FILE

d Total number of other independent contractors each receiving over $100,000 ►

52 Did the organization complete Schedule A? **Note:** All section 501(c)(3) organizations must attach a completed Schedule A ► ☒ Yes ☐ No

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer Date

SAM CLAYBORN President

Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Janae Beauchamp	Janae Beauchamp			P00892959

Firm's name ► TRU TAX SERVICES LLC

Firm's address ► 1501 Robert J Conlan Blvd Ste 120 #4
Palm Bay, FL 32905

Firm's EIN ► 81-4359440

Phone no. 321-345-1470

May the IRS discuss this return with the preparer shown above? See instructions ► ☒ Yes ☐ No

SCHEDULE A
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

► **Attach to Form 990 or Form 990-EZ.**

► **Go to *www.irs.gov/Form990* for instructions and the latest information.**

OMB No. 1545-0047

2019

Open to Public Inspection

Name of the organization	Employer identification number
Cocoa Youth Athletics Corporation	83-1853127

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**

2 ☐ A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990 or 990-EZ).)

3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**

4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state:

5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)

6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**

7 ☐ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

8 ☐ A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university:

10 ☒ An organization that normally receives: (1) more than 33-1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33-1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)

11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**

12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.

a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**

b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**

c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**

d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**

e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.

f Enter the number of supported organizations .....

g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document? Yes	(iv) No	(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

DO NOT FILE

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any 'unusual grants.')						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 **Total.** Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 **Public support.** Subtract line 5 from line 4						

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 **Total support.** Add lines 7 through 10						

DO NOT FILE

12 Gross receipts from related activities, etc. (see instructions) 12

13 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ► ☐

Section C. Computation of Public Support Percentage

14 Public support percentage for 2019 (line 6, column (f) divided by line 11, column (f)) 14 %

15 Public support percentage from 2018 Schedule A, Part II, line 14 15 %

16a **33-1/3% support test—2019.** If the organization did not check the box on line 13, and line 14 is 33-1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ► ☐

b **33-1/3% support test—2018.** If the organization did not check a box on line 13 or 16a, and line 15 is 33-1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ► ☐

17a **10%-facts-and-circumstances test—2019.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the 'facts-and-circumstances' test, check this box and **stop here.** Explain in Part VI how the organization meets the 'facts-and-circumstances' test. The organization qualifies as a publicly supported organization ► ☐

b **10%-facts-and-circumstances test—2018.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the 'facts-and-circumstances' test, check this box and **stop here.** Explain in Part VI how the organization meets the 'facts-and-circumstances' test. The organization qualifies as a publicly supported organization ► ☐

18 **Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ► ☐

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any 'unusual grants.')					63,994.	63,994.
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						0.
3 Gross receipts from activities that are not an unrelated trade or business under section 513						0.
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						0.
5 The value of services or facilities furnished by a governmental unit to the organization without charge						0.
6 **Total.** Add lines 1 through 5	0.	0.	0.	0.	63,994.	63,994.
7a Amounts included on lines 1, 2, and 3 received from disqualified persons	0.	0.	0.	0.	0.	0.
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of $5,000 or 1% of the amount on line 13 for the year	0.	0.	0.	0.	0.	0.
c Add lines 7a and 7b	0.	0.	0.	0.	0.	0.
8 **Public support.** (Subtract line 7c from line 6.)						63,994.

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
9 Amounts from line 6	0.	0.	0.	0.	63,994.	63,994.
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						0.
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						0.
c Add lines 10a and 10b	0.	0.	0.	0.	0.	0.
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						0.
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						0.
13 **Total support.** (Add lines 9, 10c, 11, and 12.)	0.	0.	0.	0.	63,994.	63,994.

14 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ► [X]

DO NOT FILE

Section C. Computation of Public Support Percentage

15 Public support percentage for 2019 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2018 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for **2019** (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from **2018** Schedule A, Part III, line 17	18	%

19a **33-1/3% support tests—2019.** If the organization did not check the box on line 14, and line 15 is more than 33-1/3%, and line 17 is not more than 33-1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ► [ ]

b **33-1/3% support tests—2018.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33-1/3%, and line 18 is not more than 33-1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ► [ ]

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ► [ ]

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

		Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? *If 'No,' describe in* ***Part VI*** *how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.*	1		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? *If 'Yes,' explain in* ***Part VI*** *how the organization determined that the supported organization was described in section 509(a)(1) or (2).*	2		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? *If 'Yes,' answer (b) and (c) below.*	3a		
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? *If 'Yes,' describe in* ***Part VI*** *when and how the organization made the determination.*	3b		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? *If 'Yes,' explain in* ***Part VI*** *what controls the organization put in place to ensure such use.*	3c		
4a	Was any supported organization not organized in the United States ('foreign supported organization')? *If 'Yes' and if you checked 12a or 12b in Part I, answer (b) and (c) below.*	4a		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? *If 'Yes,' describe in* ***Part VI*** *how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.*	4b		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? *If 'Yes,' explain in* ***Part VI*** *what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.*	4c		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? *If 'Yes,' answer (b) and (c) below (if applicable). Also, provide detail in* ***Part VI,*** *including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).*	5a		
b	**Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?	5b		
c	**Substitutions only.** Was the substitution the result of an event beyond the organization's control?	5c		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? *If 'Yes,' provide detail in* ***Part VI.***	6		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? *If 'Yes,' complete Part I of Schedule L (Form 990 or 990-EZ).*	7		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? *If 'Yes,' complete Part I of Schedule L (Form 990 or 990-EZ).*	8		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? *If 'Yes,' provide detail in* ***Part VI.***	9a		
b	Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? *If 'Yes,' provide detail in* ***Part VI.***	9b		
c	Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? *If 'Yes,' provide detail in* ***Part VI.***	9c		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? *If 'Yes,' answer 10b below.*	10a		
b	Did the organization have any excess business holdings in the tax year? *(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)*	10b		

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Part IV Supporting Organizations *(continued)*

		Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?		
a	A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?	11a	
b	A family member of a person described in (a) above?	11b	
c	A 35% controlled entity of a person described in (a) or (b) above? *If 'Yes' to a, b, or c, provide detail in* ***Part VI.***	11c	

Section B. Type I Supporting Organizations

			Yes	No
1	Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? *If 'No,' describe in* ***Part VI*** *how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax* year.	1		
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? *If 'Yes,' explain in* ***Part VI*** *how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.*	2		

Section C. Type II Supporting Organizations

			Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? *If 'No,' describe in* ***Part VI*** *how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).*	1		

Section D. All Type III Supporting Organizations

			Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1		
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? *If 'No,' explain in* ***Part VI*** *how the organization maintained a close and continuous working relationship with the supported organization(s).*	2		
3	By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? *If 'Yes,' describe in* ***Part VI*** *the role the organization's supported organizations played in this regard.*	3		

DO NOT FILE

Section E. Type III Functionally Integrated Supporting Organizations

1 *Check the box next to the method that the organization used to satisfy the Integral Part Test during the year* ***(see instructions).***

a ☐ The organization satisfied the Activities Test. *Complete* ***line 2*** *below.*

b ☐ The organization is the parent of each of its supported organizations. *Complete* ***line 3*** *below.*

c ☐ The organization supported a governmental entity. *Describe in* ***Part VI*** *how you supported a government entity (see instructions).*

			Yes	No
2	Activities Test. ***Answer (a) and (b) below.***			
a	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? *If 'Yes,' then in* ***Part VI identify those supported organizations and explain*** *how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.*	2a		
b	Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? *If 'Yes,' explain in* ***Part VI*** *the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.*	2b		
3	Parent of Supported Organizations. ***Answer (a) and (b) below.***			
a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? *Provide details in* ***Part VI.***	3a		
b	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? *If 'Yes,' describe in* ***Part VI*** *the role played by the organization in this regard.*	3b		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A – Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1 Net short-term capital gain	1		
2 Recoveries of prior-year distributions	2		
3 Other gross income (see instructions)	3		
4 Add lines 1 through 3.	4		
5 Depreciation and depletion	5		
6 Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7 Other expenses (see instructions)	7		
8 **Adjusted Net Income** (subtract lines 5, 6, and 7 from line 4)	8		

Section B – Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a Average monthly value of securities	1a		
b Average monthly cash balances	1b		
c Fair market value of other non-exempt-use assets	1c		
d Total (add lines 1a, 1b, and 1c)	1d		
e Discount claimed for blockage or other factors (explain in detail in **Part VI**):			
2 Acquisition indebtedness applicable to non-exempt-use assets	2		
3 Subtract line 2 from line 1d.	3		
4 Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4		
5 Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6 Multiply line 5 by .035.	6		
7 Recoveries of prior-year distributions	7		
8 **Minimum Asset Amount** (add line 7 to line 6)	8		

Section C – Distributable Amount		Current Year
1 Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2 Enter 85% of line 1.	2	
3 Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4 Enter greater of line 2 or line 3.	4	
5 Income tax imposed in prior year	5	
6 **Distributable Amount.** Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	

7 ☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

DO NOT FILE

Part V **Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations** *(continued)*

Section D – Distributions		**Current Year**
1	Amounts paid to supported organizations to accomplish exempt purposes	
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	
4	Amounts paid to acquire exempt-use assets	
5	Qualified set-aside amounts (prior IRS approval required)	
6	Other distributions (describe in **Part VI**). See instructions.	
7	**Total annual distributions.** Add lines 1 through 6.	
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in **Part VI**). See instructions.	
9	Distributable amount for 2019 from Section C, line 6	
10	Line 8 amount divided by line 9 amount	

Section E – Distribution Allocations (see instructions)		**(i) Excess Distributions**	**(ii) Underdistributions Pre-2019**	**(iii) Distributable Amount for 2019**
1	Distributable amount for 2019 from Section C, line 6			
2	Underdistributions, if any, for years prior to 2019 (reasonable cause required – explain in Part VI). See instructions.			
3	Excess distributions carryover, if any, to 2019			
a	From 2014			
b	From 2015			
c	From 2016			
d	From 2017			
e	From 2018			
f	**Total** of lines 3a through e			
g	Applied to underdistributions of prior years			
h	Applied to 2019 distributable amount			
i	Carryover from 2014 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4	Distributions for 2019 from Section D, line 7: $			
a	Applied to underdistributions of prior years			
b	Applied to 2019 distributable amount			
c	Remainder. Subtract lines 4a and 4b from 4.			
5	Remaining underdistributions for years prior to 2019, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.			
6	Remaining underdistributions for 2019. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.			
7	**Excess distributions carryover to 2020.** Add lines 3j and 4c.			
8	Breakdown of line 7:			
a	Excess from 2015			
b	Excess from 2016			
c	Excess from 2017			
d	Excess from 2018			
e	Excess from 2019			

DO NOT FILE

Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b;Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

DO NOT FILE

SCHEDULE O (Form 990 or 990-EZ)	Supplemental Information to Form 990 or 990-EZ	OMB No. 1545-0047
Department of the Treasury Internal Revenue Service	Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information. ► Attach to Form 990 or 990-EZ. ► Go to *www.irs.gov/Form990* for the latest information.	2019 Open to Public Inspection

Name of the organization	Employer identification number
Cocoa Youth Athletics Corporation	83-1853127

Form 990-EZ, Part I, Line 16
Other Expenses

CONCESSION	$	6,200.
EQUIPMENT		21,000.
Insurance		500.
MISC		15,940.
REFS		6,500.
TOURNAMENT FEES		2,200.
UNIFORMS		8,000.
UTILITIES		840.
Total	$	61,180.

Form 990-EZ, Part III - Organization's Primary Exempt Purpose

MENTORING AND SPORTS

Form 990-EZ, Part V - Regarding Transfers Associated with Personal Benefit Contracts

(a) Did the organization, during the year, receive any funds, directly or indirectly, to pay premiums on a personal benefit contract? ..... No

(b) Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract? ..... No

DO NOT FILE

From: Cocoa youth
To: Michael Blake; Carie Shealy
Subject: Stradley Field repairs needed
Date: Sunday, March 7, 2021 6:42:47 PM
Attachments: City of Cocoa Presentation.docx

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Good evening Mayor Blake,

I just wanted to send you the presentation that was previously presented to the City Council back in 2019. There have been some repairs, however there continue to be more serious issues as listed in the presentation that concerns the safety of the children and community we serve.

We also have a presentation for the City Council for their continued support of our youth football and cheer league. I will work with Carie to get our organization on the next agenda in the upcoming weeks.

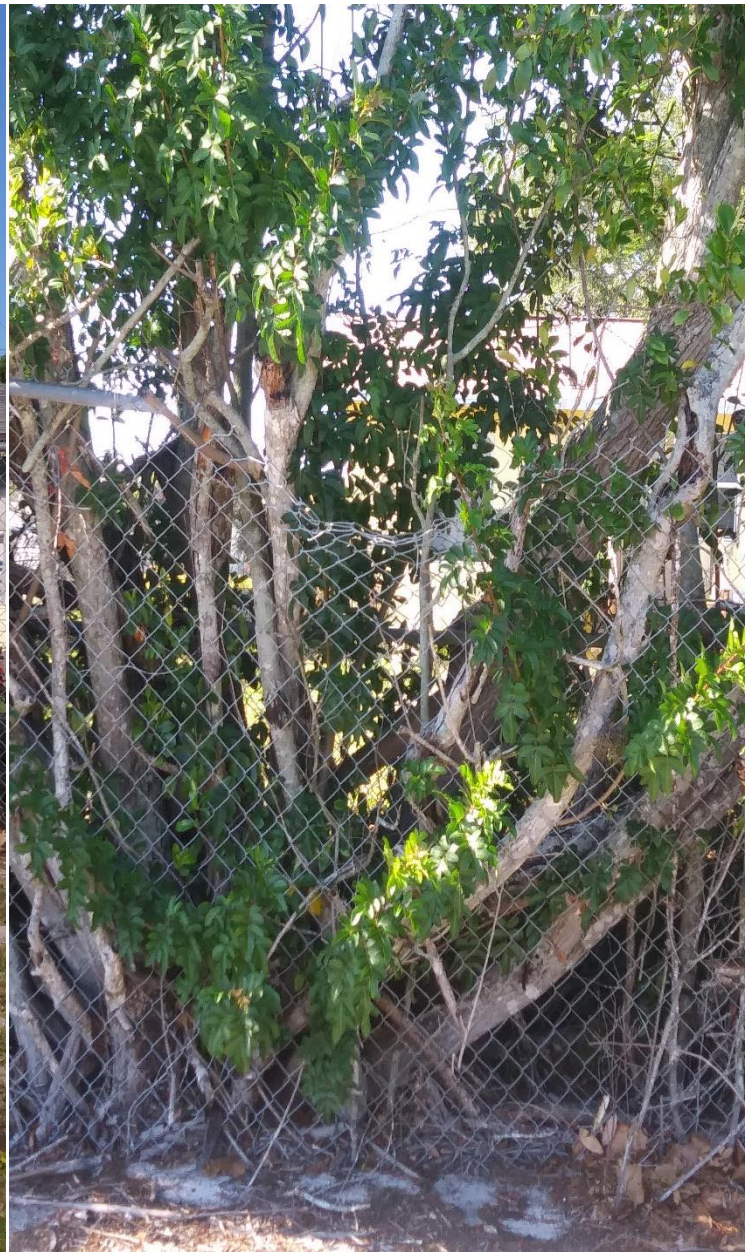
Again, we appreciate any assistance that you and the City of Cocoa can give us. I have included Carie Shealey on this email, so that she will have it when I call to get on the agenda.

REPAIRS NEEDED AT DON "MO" STRADLEY FIELD

Field repairs:

1. East entry gate needs repair and we request to be open on game days. There is no emergency gate entrance or exit.
2. Field and sewer drainage on the west end of the field needs to be address as a child fell into the drain last yr.
3. Inside A/C is new however it continues to freeze up.
4. Ladies restroom door lock is broken (has been broken for over 2 yrs. Now)
5. Request use of the adjacent baseball field.






ERGENCY
USE
ONLY


EMERGENCY
USE
ONLY


EMERGENCY
USE
ONLY
STOP


JERRY SCOTT FIELD






JERRY
SCOTT
FIELD


















JERRY
SCOTT
FIELD

Legislation Details (With Text)

File #:	21-267	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	3/26/2021			**In control:**	City Council
On agenda:	4/13/2021			**Final action:**	
Title:	Accept the Comprehensive Annual Financial Report (AFR) and the Audit Report for Fiscal Year 2020. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	AFR Draft 041221.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 26, 2021
Agenda Date: April 13, 2021
Prepared By: Sherry R. Alexander, Accounting Manager
Through: Rebecca J. Bowman, Finance Director
Requested Action:
Accept the Comprehensive Annual Financial Report (AFR) and the Audit Report for Fiscal Year 2020.

BACKGROUND:

In October of 2020, the City's Finance team began year-end adjustments and closing procedures required to close out the fiscal year ended September 30, 2020. In February of 2021, the accounting firm of MSL, PA conducted field work for the audit and the report was completed in April 2021.

The results of the FY2020 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 (AFR) and the Audit Report for Fiscal Year 2020.



COMPREHENSIVE ANNUAL FINANCIAL REPORT

SERVING THE COMMUNITY WITH P.R.I.D.E!

COCOA
FLORIDA

CITY OF COCOA, FLORIDA

FISCAL YEAR ENDED SEPTEMBER 30, 2020

PREPARED BY: FINANCE DEPARTMENT

CITY OF COCOA, FLORIDA

COMPREHENSIVE ANNUAL FINANCIAL REPORT



FOR THE FISCAL YEAR ENDED

SEPTEMBER 30, 2020

Prepared by:
Finance Department

CITY OF COCOA, FLORIDA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
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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 12, 2021

The Honorable Mayor,
City Council Members, and
Citizens of the
City of Cocoa, Florida

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The Comprehensive Annual Financial Report of the City of Cocoa, Florida (the "City"), for the fiscal year ended September 30, 2020, 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, 2020 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, 2020, 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 19,327 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 the 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 financer redevelopment projects, streetscape and façade improvement programs. 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 on September 30, 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

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embodied in the annual appropriated budget approved by the City Council. The Capital Improvement Program (CIP) is a five-year plan which identifies capital projects and equipment purchases, provides a planning schedule, and identifies options for financing the program. 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. 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 was expected to continue to strengthen in 2020. Unemployment was 3.2% as of January 2020. The COVID-19 pandemic caused a state-wide shutdown of non-essential businesses and the Governor of Florida issued a "Safer at Home" order for the month of April, 2020. This shut-down had a large impact on the local economy. Many businesses, such as Port Canaveral, are highly dependent upon tourists visiting the area. Unemployment rose to a high of 11.6% in May, 2020 and dropped back to 5.2% as of September 30, 2020. Businesses struggled to stay afloat and were assisted by federal COVID assistance through grants and small business loans. The City reacted quickly to the economic conditions and reduced budgeted revenue collections and made efforts to reduce costs by freezing positions and deferring purchases that totaled $556,387, taking a worst-case approach. However, as the summer approached, the City did not experience the reductions in revenues as anticipated. State sales tax and shared revenues maintained their distributions to the City on par with budgetary projections. Housing continued to keep a

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strong pace due to low interest rates. In fiscal year 2020, 1,818 building permits were issued with a permit valuation of $79,720,054. The City's fiscal year 2020 certified assessed property valuation experienced an increase of $66,935,951 from the fiscal year 2019 final valuation, an increase of 6.0%. Of that, $15,283,427 was attributable to new construction. For fiscal year 2020, 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, along with interfund transfers from the Water and Sewer Utility Fund for charges for services, payment in lieu of franchise fees and a return on investment, 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, the 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 2021 and will continue to serve as the guiding document for the City's annual budget process.

The City completed the restoration of damages from Hurricanes Irma, Matthew and Dorian in 2020. These hurricanes caused damages to the waterfront properties on the scenic Indian River. The City was able to leverage reimbursement from FEMA and obtain other grants to restore the shoreline, replace & increase the number of day boat slips and create an amenable waterfront promenade. The strategic use of the grant funding, supplemented by the General Fund and the Cocoa Community Redevelopment Agency created a more resilient waterfront that will be able to better withstand the annual Florida storms.

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 2021-2025 that will impact the future are:

- Floating Wetlands
- Drainage Improvements
- Harrison Street Streetscape Project
- Southern Gateway Traffic Circle Project
- Pineda Street Roadway and Sidewalk Reconstruction
- Cured In Place Pipe Rehabilitation
- Dyal Plant Chemical Conversion & Reliability Improvement Project
- Replacement, Repair and Improvements to Utility Infrastructure
- Vehicle and Machinery Replacements

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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 Annual Financial Report) 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 Annual Financial Report 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 2020 the City implemented a 10-year Stormwater Utility Capital Improvement Plan and modern assessment structure that satisfies the project cost of providing the service and maintain a strong financial plan. Based on the needs of the capital improvement plan, the revenue requirements will be evaluated on an annual basis.

The City completed the construction of a 16,000 sq.ft. community recreation center in the heart of the Diamond Square Community Redevelopment Area in fiscal year 2020. The facility cost $4.9 million to build and will provide programming to address systemic social and economic issues for local residents. The funding for the project came from a variety of partners that included 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 former center was constructed in 1962 and needed significant repair and is functionally obsolete. The City is in the process of determining what is the best use for the old building.

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OTHER INFORMATION

State Statutes require an annual audit by independent certified public accountants. The accounting firm of MSL, P.A., was selected by the City Council to perform the audit. The Independent Auditors' Report on the financial statement, which included an unmodified ("clean") opinion, is located at the front of the financial section of this report.

The City will apply to the Government Finance Officers Association of the United States and Canada (GFOA) for 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, 2020. 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. Management believes that the City's fiscal year 2020 comprehensive

annual financial report (Annual Financial Report) will meet the Certificate of Achievement Program's requirements.

The preparation of the Comprehensive Annual Financial Report was made possible by the dedicated service of the entire staff of the Finance Department. Fiscal Year 2020 proved to be a very challenging year due to COVID-19. The City is working closely to monitor and respond to COVID-19. As of the end of the fiscal year, City operations were fully functional and operational and full-service levels have been re-established. The efforts of the entire Finance department should be recognized. Other departments of the City have also contributed directly or indirectly with the preparation of this report and their cooperation and continued assistance is appreciated. Credit must be also given to the Mayor and City Council for their unfailing support for maintaining the highest standards of professionalism in the management of the City's finances.

Sincerely,

Stockton Whitten
City Manager

Rebecca J. Bowman
Finance Director

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Serving the Community

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COUNCIL

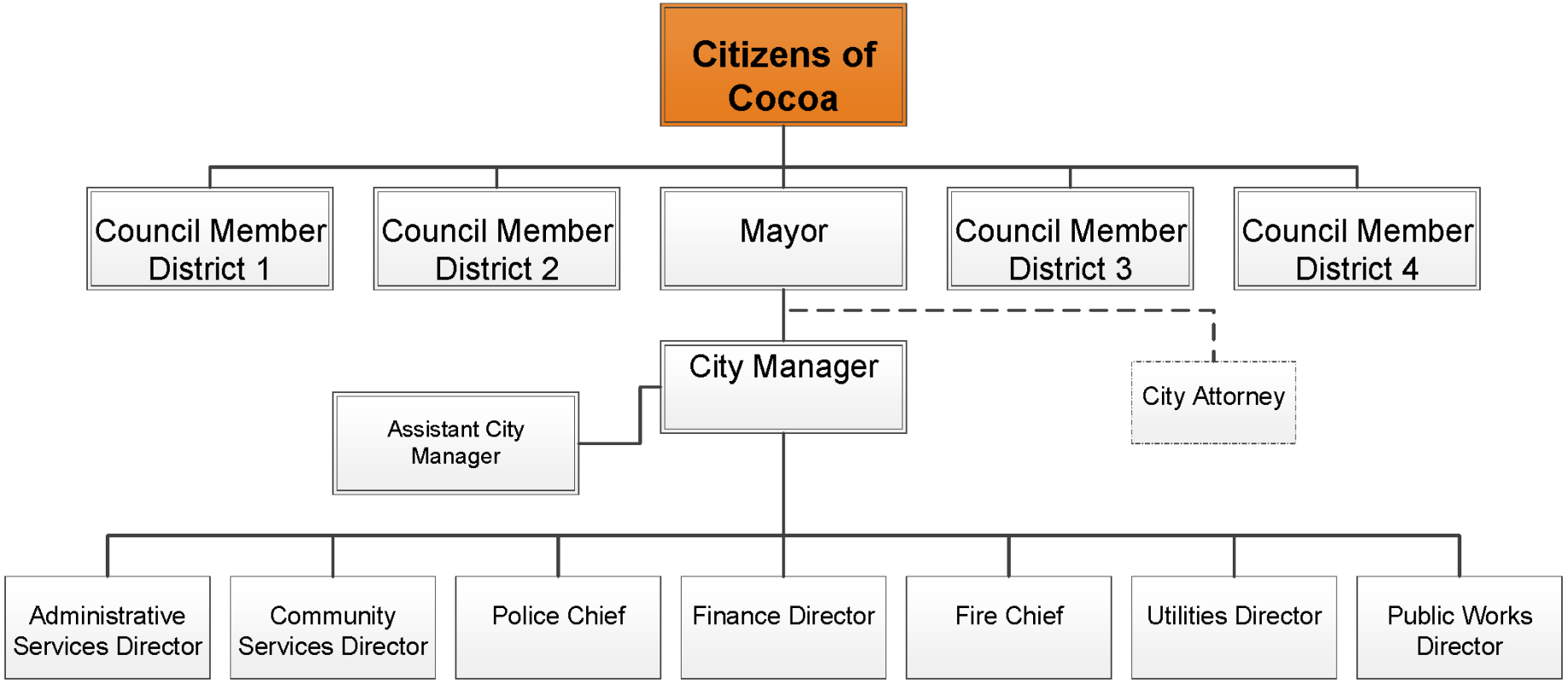
Jake Williams, Jr.	Mayor
Brenda Warner	Deputy Mayor
Alex Goins	Council Member
Lorraine Koss	Council Member
Donald Boisvert	Council Member

EXECUTIVE MANAGEMENT TEAM

Matthew Fuhrer	Interim City Manager
Anthony Garganese	City Attorney
Rebecca Bowman, CGFO, CGFM	Finance Director
Nancy Bunt	Community Services Director
Jonathan Lamm	Fire Chief
Mike Cantaloupe	Police Chief
John Walsh II, P.E.	Utilities Director
Bryant Smith, P.E.	Public Works/Stormwater Director
Tammy Gemmati, PHR	Administrative Services Director

As of September 30, 2020

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, 2020. 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 $211,474,456 (net position). Of this amount, $3,131,142 (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 $17,528,334 or 9.0% from the previous year. This increase was attributed to the increase of $2,790,864 in the governmental activities and an increase of $14,737,470 in the business-type activities.

- At September 30, 2020, the City's governmental funds reported combined ending fund balance of $34,424,815, a decrease of $(2,413,796) compared to the prior year. The City's governmental fund balance consists of the following:

Non-spendable -	$ 1,476,024	(Inventory, prepaid items and certain long-term receivables)
Restricted -	$ 3,435,342	(Grants and other restricted revenue sources)
Committed -	$ 15,840,379	(Stabilization and capital replacement reserves)
Assigned -	$ 8,779,000	(Community improvement projects/debt service payments)
Unassigned -	$ 4,894,070	(Available for spending at the government's discretion)

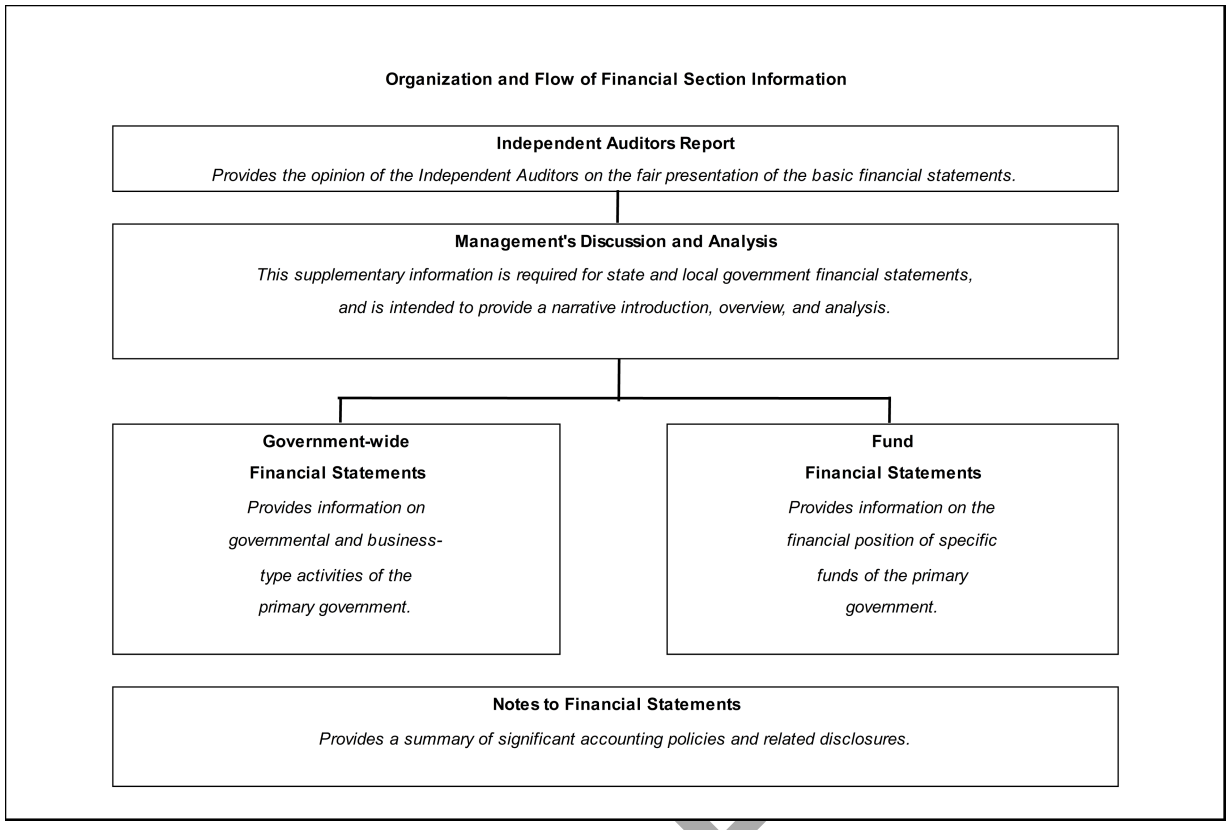
- At the end of the current fiscal year, the unassigned fund balance of the General Fund was $4,894,070 or 13.7% of total general fund expenditures.

- The City's total long-term liabilities increased $1,603,569 (.8%) during the current fiscal year. The governmental activities long-term liabilities increased by $3,823,433 due mainly to increased net pension liability and increased OPEB liability. The business-type activities long-term liabilities decreased by $2,219,864 due to increases in OPEB liability and net pension liability offset by reductions resulting from routine 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.

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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 eleven individual governmental funds: the General Fund, Capital Projects Fund, Cocoa Community Redevelopment Agency and eight non-major funds. The non-major funds are the Community Development Block Grant, Brevard County Home Program, Cocoa Housing Assistance, Police Confiscated, Police Special Education, Federal Forfeiture, 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 eight 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 in the Required Supplementary Information section of this report to demonstrate compliance with this budget.

Proprietary funds. The City maintains two different types of proprietary funds. The first type is Enterprise Funds that 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. The second proprietary fund type the City uses is Internal Service Funds that 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.

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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 section 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 $211,474,456 at the close of fiscal year September 30, 2020.

By far the largest portion of the City's net position ($179,664,094 or 85.0%) 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.

	Governmental Activities		Business-type Activities		Total	
	2020	2019	2020	2019	2020	2019
Current and Other Assets	$ 44,257,066	$ 45,050,855	$ 114,544,547	$ 101,126,831	$ 158,801,613	$ 146,177,686
Capital Assets (Net)	53,090,703	47,942,708	207,718,811	207,507,528	260,809,514	255,450,236
Total Assets	97,347,769	92,993,563	322,263,358	308,634,359	419,611,127	401,627,922
Deferred Outflows of Resources						
Deferred Outflows related to refundings	-	-	4,367,857	4,718,314	4,367,857	4,718,314
Deferred Outflows for OPEB	3,805,031	1,199,505	2,507,361	812,165	6,312,392	2,011,670
Deferred Outflows for Pensions	6,290,390	6,751,645	3,463,269	3,186,911	9,753,659	9,938,556
Total Deferred Outflows of Resources	10,095,421	7,951,150	10,338,487	8,717,390	20,433,908	16,668,540
Noncurrent Liabilities	71,088,103	67,264,669	129,955,824	132,175,686	201,043,927	199,440,355
Other Liabilities	2,968,080	2,592,185	20,006,285	16,814,704	22,974,365	19,406,889
Total Liabilities	74,056,183	69,856,854	149,962,109	148,990,390	224,018,292	218,847,244
Deferred Inflows of Resources						
Deferred Inflows for OPEB	1,669,952	2,020,899	1,114,835	1,343,166	2,784,787	3,364,065
Deferred Inflows for Pensions	1,165,738	1,306,507	601,762	832,524	1,767,500	2,139,031
Total Deferred Inflows of Resources	2,835,690	3,327,406	1,716,597	2,175,690	4,552,287	5,503,096
Net Position:						
Net Investment in Capital Assets	34,917,644	29,498,816	144,746,450	142,364,912	179,664,094	171,863,728
Restricted	852,844	941,298	27,826,376	11,381,896	28,679,220	12,323,194
Unrestricted	(5,219,171)	(2,679,661)	8,350,313	12,438,861	3,131,142	9,759,200
Total Net Position	$ 30,551,317	$ 27,760,453	$ 180,923,139	$ 166,185,669	$ 211,474,456	$ 193,946,122

An additional portion of the City's net position ($28.7 or 13.6%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position, $3,131,142, may be used to meet the government's ongoing obligations to citizens and creditors.

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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. The City was able to report positive balances in all three categories of net position in FY 2019 for the government as a whole and for its separate governmental and business-type activities, with the exception of the Loan Guarantee Fund. The chart on the following page provides information on the City's net position.

	Governmental Activities		Business-type Activities		Total	
	2020	2019	2020	2019	2020	2019
REVENUES						
Program Revenues:						
Charges for Services and Fees	$ 15,727,707	$ 15,083,760	$ 73,079,984	$ 66,952,175	$ 88,807,691	$ 82,035,935
Operating Grants and Contributions	1,956,391	2,439,991	-	-	1,956,391	2,439,991
Capital Grants and Contributions	1,803,247	600,292	4,280,474	3,324,099	6,083,721	3,924,391
General Revenues:						
Property Taxes	6,387,378	5,635,515	-	-	6,387,378	5,635,515
Shared Revenues	2,790,053	2,435,036	-	-	2,790,053	2,435,036
Other Taxes and Fees	4,198,126	4,167,397	-	-	4,198,126	4,167,397
Unrestricted Investment Earnings	358,105	668,857	1,046,181	2,041,815	1,404,286	2,710,672
Other	513,589	195,168	197,780	73,980	711,369	269,148
Total Revenues	33,734,596	31,226,016	78,604,419	72,392,069	112,339,015	103,618,085
EXPENSES						
General Government	14,796,779	14,712,121	-	-	14,796,779	14,712,121
Public Safety	17,278,095	18,071,667	-	-	17,278,095	18,071,667
Physical Environment	2,621,199	2,376,579	-	-	2,621,199	2,376,579
Transportation	1,445,676	1,221,639	-	-	1,445,676	1,221,639
Economic Environment	834,415	3,008,059	-	-	834,415	3,008,059
Culture/Recreation	1,535,106	1,607,032	-	-	1,535,106	1,607,032
Interest on Long-term Debt	641,434	649,182	-	-	641,434	649,182
Water and Sewer	-	-	54,022,806	52,538,165	54,022,806	52,538,165
Stormwater	-	-	1,635,171	1,522,778	1,635,171	1,522,778
Unallocated Depreciation	-	-	-	-	-	-
Total Expenses	39,152,704	41,646,279	55,657,977	54,060,943	94,810,681	95,707,222
Increase/(Decrease) in Net Assets before Transfers/Special Items	(5,418,108)	(10,420,263)	22,946,442	18,331,126	17,528,334	7,910,863
Transfers	8,208,972	8,384,099	(8,208,972)	(8,384,099)	-	-
Increase/(Decrease) in Net Position	2,790,864	(2,036,164)	14,737,470	9,947,027	17,528,334	7,910,863
Net Position - Beginning of Year	27,760,453	29,796,617	166,185,669	156,238,642	193,946,122	186,035,259
Net Position - End of Year	$ 30,551,317	$ 27,760,453	$ 180,923,139	$ 166,185,669	$ 211,474,456	$ 193,946,122

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Governmental activities. Governmental activities increased the City's net position by $2,790,864. Key elements of this decrease are as follows:

- The City's total governmental revenues, excluding transfers, increased by $2,508,580 (10.9%) from the prior year. Charges for services, operating and capital grants and contributions revenue increased $2,257,302, largely due to increased grant revenue from obligations and reimbursements from FEMA and for Hurricanes Irma , Matthew and Dorian and FIND grants for waterfront projects. Property taxes increased $751,863 due to increases in property values along with a large developed property coming now being included in the City's tax rolls. Other taxes, shared revenues and miscellaneous income remained consistent with the prior year.

- Expenses related to public safety activities decreased by $(793,572) (4.4%) from the prior year. This decrease can be attributed largely to unfilled positions.

- Although governmental expenditures exceeded revenues by $(5,418,108), the net contributions from other funds (transfers) of $8,208,972 decreased the deficit to $2,790,864.

- **COVID-19 -**
  Several steps were taken to help financially sustain the City through the changing economic climate due to COVID-19. The City took the following actions:

Reduced budgeted revenue projections	$114,084
Froze vacant positions -	$178,766
Reduced operating costs -	$274,000

Business-type activities. Business-type activities increased the City's net position by $14,737,470. Key elements of this increase are as follows:

- Business-type activities reflect a 6.0% increase in revenues in the amount of $6,212,350. This increase can be attributed an increase in charges for services of $6,127,809 and a decrease of investment earnings of $(995,634). There were increases of $1,080,175 in capital and operating grants and contributions and other revenue.

- Business-type revenues exceeded expenses by $22,946,442 before transfers to the General Fund. Expenses before transfers related to business-type activities increased $1,597,034 (3.0%) from the previous year. This increase can be attributed to an increase in the transfers to the general fund for cost of services, return on investment and payment in lieu of franchise fees based on established calculations.

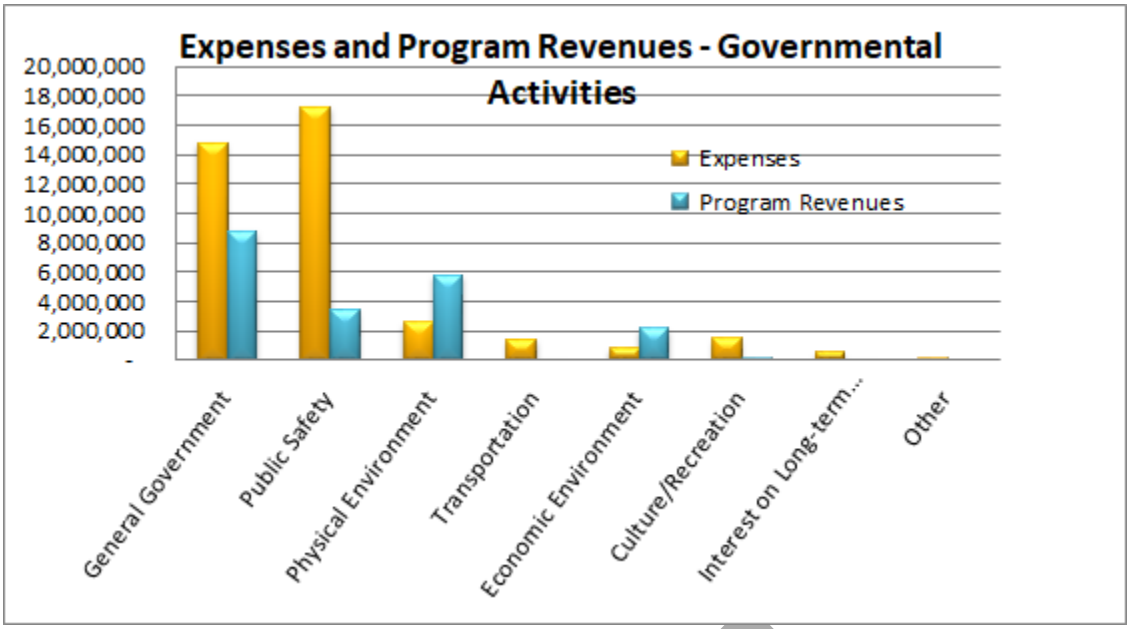
The following charts and graphs show the results of governmental activities for fiscal year ended 2020:

Expenses and Program Revenues - Governmental Activities

For the Year Ended September 30, 2020

Functions/Programs	Expenses	% of Total	Program Revenues	% of Total	Net (Expense) Revenue
General Government	$ 14,796,779	37.8%	$ 8,839,777	45.4%	$ (5,957,002)
Public Safety	17,278,095	44.1%	3,435,804	17.6%	(13,842,291)
Physical Environment	2,621,199	6.7%	5,827,668	29.9%	3,206,469
Transportation	1,445,676	3.7%	-	0.0%	(1,445,676)
Economic Environment	834,415	2.1%	1,286,856	6.6%	452,441
Culture/Recreation	1,535,106	3.9%	97,240	0.5%	(1,437,866)
Interest on Long-term debt	641,434	1.7%	-	0.0%	(641,434)
	$ 39,152,704	100.0%	$ 19,487,345	100.0%	$ (19,665,359)

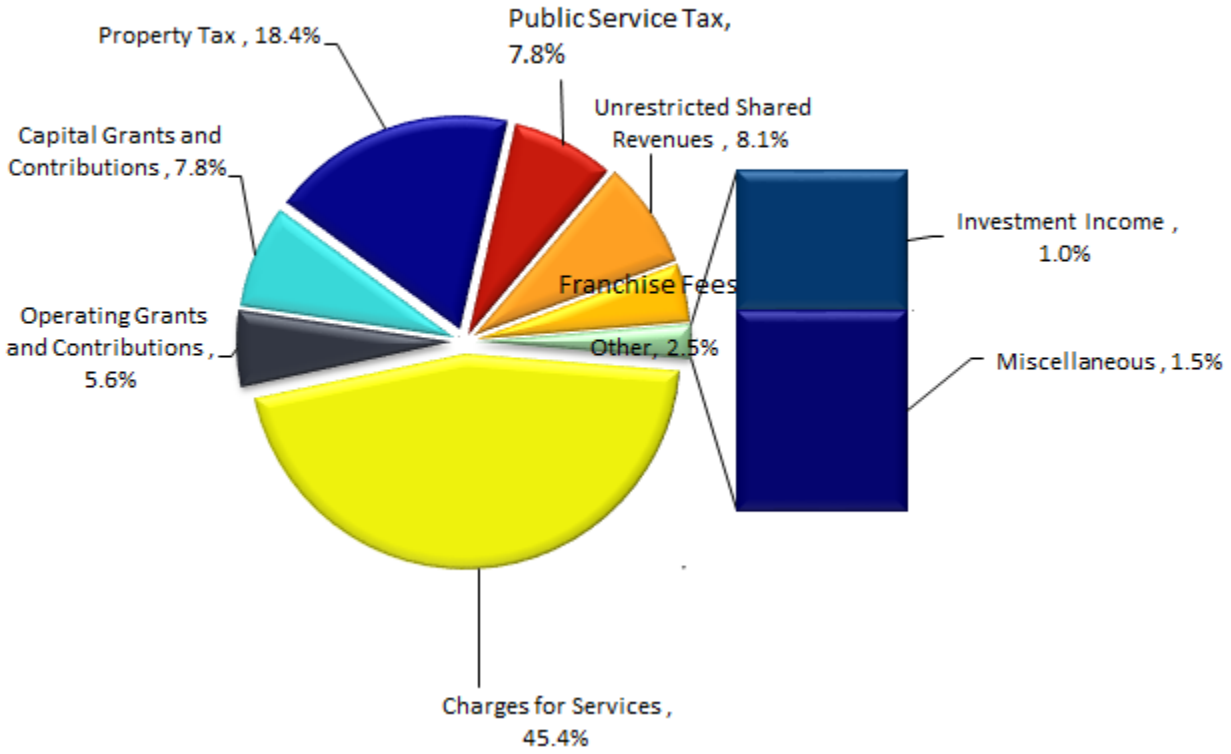
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Description	Revenues	% of Total
Charges for Services	$ 15,727,707	46.6%
Operating Grants and Contributions	1,956,391	5.8%
Capital Grants and Contributions	1,803,247	5.3%
Property Tax	6,387,378	18.9%
Public Service Tax	2,696,257	8.0%
Unrestricted Shared Revenues	2,790,053	8.3%
Gain on Sale of Capital Assets	36,113	0.1%
Franchise Fees	1,501,869	4.5%
Investment Revenue	358,105	1.1%
Miscellaneous	477,476	1.4%
	$ 33,734,596	100.0%

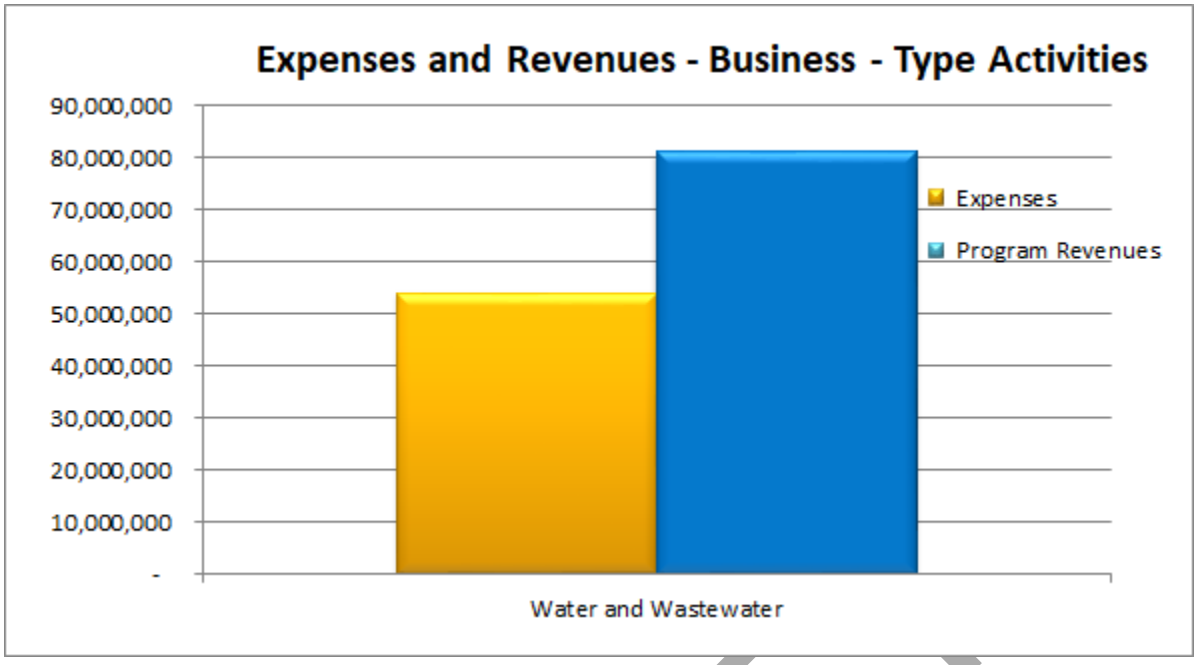
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Revenues by Source - Governmental Activities



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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.

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As of the end of the current fiscal year, the City's governmental funds reported combined ending fund balance of $34,424,815, which is a decrease of $(2,413,796) in comparison to the prior year. The amount of $4,894,070 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) $3,435,342 is restricted by grant requirements and state statutes, 2) $15,840,379 is committed for capital replacement and as a stabilization reserve for unanticipated events adversely affecting the financial condition of the City and jeopardizing the continuation of necessary public services, and 3) $8,779,000 is assigned for future expenses for Cocoa park improvements, building and equipment improvements, donations, ERP software upgrade, city-wide roadway construction, economic incentives, housing development, sustainability and resilience initiatives and Cocoa Village parking.

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 $27,484,540 an increase of $1,882,909 from the previous year primarily due to discontinuation of interfund transfers for capital projects funds and unfilled positions in public safety. 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 15.3% of total general fund expenditures.

The Capital Projects fund has a total fund balance of $3,568,732. There was a net decrease in fund balance during the current year in the Capital Projects fund in the amount of $(4,413,077). The decrease in fund balance is due to the Dr. Joe Lee Smith Community Center and Lee Wenner Park/waterfront improvements projects being completed in the current fiscal year.

The Cocoa Community Redevelopment Agency fund has a total fund balance of $1,954,844. The increase in fund balance of $163,580 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 $8,034,948, an increase of $1,890,289. This increase can be attributed to decreased cash funded capital spending, as a result of bond funded capital projects and increases in revenue due to planned rate increases. There were also decreases in restricted investments due to a surplus of restricted investments over the required amount of reserves per bond covenants.

The unrestricted net assets for the Stormwater Utility amounted to $315,365, a decrease of $497,237. The stormwater revenue increased by $27,023 due to a rate increase and increases in measured impervious areas. The expenses increased by $112,393 with administration costs increasing by $115,740 and depreciation decreasing by $3,347.

General Fund Budgetary Highlights

	Original Budget	Final Budget	Difference
General Government	$ 15,308,918	$ 15,493,484	$ 184,566
Public Safety	16,723,203	16,848,014	124,811
Physical Environment	2,503,177	2,560,795	57,618
Transportation	2,076,731	1,978,677	(98,054)
Culture/Recreation	1,493,650	1,628,792	135,142
Economic Environment	142,701	245,820	103,119
Other Sources/(Uses)	6,682,985	6,672,342	(10,643)
	$ 44,931,365	$ 45,427,924	$ 496,559

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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 $496,559 which is a result of an increase of $103,119 for an economic development incentive and various other budgetary changes.

	Actual Expenditures	Final Budget	Change	
General Government	$ 14,119,761	$ 15,493,484	$ 1,373,723	8.9%
Public Safety	15,718,032	16,848,014	1,129,982	6.7%
Economic Environment	153,729	245,820	92,091	37.5%
Physical Environment	2,520,422	2,560,795	40,373	1.6%
Transportation	1,784,048	1,978,677	194,629	9.8%
Culture/Recreation	1,375,665	1,628,792	253,127	15.5%
Other Sources/(Uses)	6,708,474	6,672,342	36,132	0.5%
	$ 42,380,131	$ 45,427,924	$ 3,120,057	6.9%

The actual net expenditures were $3,120,057 under the final budget projections. This is due to conservative spending in various divisions, with the largest variance of actual expenditures vs. budget occurring in the Public Safety activity. This activity accounts for $1,129,482 of the variance due to position vacancies in the police and fire departments. Recreation expenditures were less than budget by $253,127 due to reduced programs as result of COVID-19.

Actual resources available for appropriation were more than the final budget. The final revenue budgeted for the general fund was $29,781,050; actual receipts of $30,846,092 indicated an excess of 3.6% or $1,065,042 from anticipated revenues. This was due to variances in utility service taxes ($187,937), an increase in building permit revenue ($169,276), increased revenue from federal grants ($625,978), increased interest income ($155,877), and other miscellaneous budgetary variances in other revenue accounts.

Capital Asset and Long-term Liabilities

Capital Assets. The City's investment in capital assets for its governmental and business-type activities as of September 30, 2020, amounts to $260,809,514 (net of accumulated depreciation). This represents a net decrease of $5,359,277 (2.1%) from the previous year. There was an increase in governmental activities of $5,147,995 representing 96.1% of the total change in capital assets and a $211,282 decrease in business-type activities' capital assets, or (.10%) 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:

- Vehicle and Equipment Purchases - $803,815
- Paving and Sidewalk Program - $498,822
- Cocoa Village Gateway Feature - $169,241
- Dr. Joe Lee Smith Community Center - $2,901,021
- Waterfront Improvements - $2,844,971

These asset additions were offset by depreciation expense. Additional information on the City's capital assets can be found in Note 4 Capital Assets in the footnote section of this report.

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City's Capital Assets
(net of depreciation)

	Governmental Activities		Business-type Activities		Total	
	2020	2019	2020	2019	2020	2019
Land	$ 6,876,215	$ 6,876,215	$ 2,919,197	$ 2,919,197	$ 9,795,412	$ 9,795,412
Buildings and Improvements	29,463,611	25,865,715	10,918,043	10,918,043	40,381,654	36,783,758
Machinery and Equipment	15,818,554	15,030,403	25,362,336	24,810,437	41,180,890	39,840,840
Intangible	2,138,750	2,138,750	3,530,027	3,381,928	5,668,777	5,520,678
Infrastructure/Imp Other	76,643,583	72,446,465	374,915,316	368,753,732	451,558,899	441,200,197
Construction in Progress	539,182	1,738,883	21,905,860	17,562,755	22,445,042	19,301,638
	131,479,895	124,096,431	439,550,779	428,346,092	571,030,674	552,442,523
Less: Accumulated Depreciation	(78,389,192)	(76,153,723)	(231,831,968)	(220,838,563)	(310,221,160)	(296,992,286)
Capital Assets, net	$ 53,090,703	$ 47,942,708	$ 207,718,811	$ 207,507,529	$ 260,809,514	$ 255,450,237

Long-term Liabilities. At the end of the current fiscal year, the City had total bonded debt outstanding of $104,643,595. 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 decreased by $6,105,085 ((4.8)%) during the current fiscal year. This reduction in outstanding debt was due to debt service payments in accordance with established amortization schedules. More detailed information on the City's long-term debt can be found in the Note 7 Long-Term Debt in the footnote section of this report.

	Governmental Activities		Business-type Activities		Total	
	2020	2019	2020	2019	2020	2019
Bonds Payable	$ 15,412,059	$ 15,916,240	$ 89,231,536	$ 92,986,217	$ 104,643,595	$ 108,902,457
Notes and Loans Payable	2,761,000	2,492,000	13,850,555	15,930,126	16,611,555	18,422,126
Capital Leases	-	35,652	-	-	-	35,652
	$ 18,173,059	$ 18,443,892	$ 103,082,091	$ 108,916,343	$ 121,255,150	$ 127,360,235

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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 at the beginning of the calendar year 2020. The state and local economy were growing at a record pace until the COVID-19 pandemic. Although the City reduced revenue projections and controlled costs due to the unknown impact and duration of COVID-19, State shared revenues continued to maintain their pre-COVID levels. 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 as the COVID-19 pandemic does not show a decreased impact in the State and local economies.

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 2020 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, 2020, was 7.2%, a 3.9% increase from the previous year. This compares to an unemployment rate of 7.2% for the state of Florida and 7.8% 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. 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 2020. Other revenue increases in FY 2020 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.

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BASIC FINANCIAL STATEMENTS

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City of Cocoa, Florida
Statement of Net Position
September 30, 2020

	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	$ 34,324,040	$ 37,310,398	$ 71,634,438	$ 380,917	$ 10,109
Investments	6,919,552	10,352,666	17,272,218	-	-
Receivables	1,731,422	7,520,111	9,251,533	-	-
Receivables, earned but not billed	74,832	5,470,649	5,545,481	-	-
Tax receivable	40,082	-	40,082	-	-
Due from other governments	468,249	85,245	553,494	-	-
Deposits	4,350	-	4,350	-	-
Inventory	20,728	965,105	985,833	-	-
Prepaid items	380,920	141,959	522,879	5,726	-
Restricted assets:					
Cash and cash equivalents	21,000	26,603,698	26,624,698	-	-
Investments	-	26,094,716	26,094,716	-	-
Other receivables	271,891	-	271,891	-	-
Capital assets:					
Land	6,876,215	2,919,197	9,795,412	181,192	286,391
Buildings	29,463,611	10,918,043	40,381,654	-	-
Improvements other than buildings	-	374,915,316	374,915,316	-	-
Machinery and equipment	15,818,554	25,362,336	41,180,890	-	-
Infrastructure	76,643,583	-	76,643,583	477,850	692,313
Intangibles	2,138,750	3,530,027	5,668,777	-	-
Construction in progress	539,182	21,905,860	22,445,042	-	-
Less accumulated depreciation	(78,389,192)	(231,831,968)	(310,221,160)	(102,071)	(184,786)
Total assets	97,347,769	322,263,358	419,611,127	943,614	804,027
Deferred Outflows of Resources:					
Deferred outflows related to refundings	-	4,367,857	4,367,857	-	-
Deferred outflows related to pensions	6,290,390	3,463,269	9,753,659	-	-
Deferred outflows related to OPEB	3,805,031	2,507,361	6,312,392	-	-
Total deferred outflows of resources	10,095,421	10,338,487	20,433,908	-	-
Liabilities:					
Accounts, contracts and retainage payable	1,797,866	15,320,582	17,118,448	5,943	218
Accrued payroll and related liabilities	880,406	399,142	1,279,548	836	-
Accrued interest payable	-	129,035	129,035	-	-
Due to other governments	29,340	16,592	45,932	-	-
Payable from restricted assets:					
Customer and developer escrow deposits	-	3,159,021	3,159,021	-	-
Escrow deposits	91,725	981,913	1,073,638	-	-
Unearned revenue	142,406	-	142,406	-	-
Other liabilities	26,337	-	26,337	-	-
Noncurrent liabilities:					
Due within one year:					
Revenue bonds payable	495,000	3,595,000	4,090,000	-	-
Note payable	679,000	-	679,000	-	-
State revolving loans payable	-	2,134,170	2,134,170	-	-
Accrued claims payable	2,444,825	-	2,444,825	-	-
Compensated absences	591,298	294,895	886,193	-	-
Due in more than one year:					
Revenue bonds payable	14,917,059	85,636,537	100,553,596	-	-
Notes payable	2,082,000	-	2,082,000	-	-
State revolving loans payable	-	11,716,385	11,716,385	-	-
Accrued claims payable	1,853,000	-	1,853,000	-	-
Total OPEB liability	23,758,815	15,373,447	39,132,262	-	-
Compensated absences	757,955	382,036	1,139,991	-	-
Net pension liability	23,509,151	10,823,354	34,332,505	-	-
Total liabilities	74,056,183	149,962,109	224,018,292	6,779	218
Deferred Inflows of Resources:					
Deferred inflows related to pensions	1,165,738	601,762	1,767,500	-	-
Deferred inflows related to OPEB	1,669,952	1,114,835	2,784,787	-	-
Total deferred inflows of resources	2,835,690	1,716,597	4,552,287	-	-
Net Position:					
Net investment in capital assets	34,917,644	144,746,450	179,664,094	556,971	793,918
Restricted for:					
Public safety	63,264	-	63,264	-	-
Housing assistance	722,580	-	722,580	-	-
Reserve Fund- Dr. Joe Lee Smith Center	67,000	-	67,000	-	-
Debt service	-	2,470,129	2,470,129	-	-
Capital Improvements	-	8,577,390	8,577,390	-	-
Renewal and replacement	-	2,750,000	2,750,000	-	-
Working Capital	-	14,028,857	14,028,857	-	-
Unrestricted	(5,219,171)	8,350,313	3,131,142	379,864	9,891
Total net position	$ 30,551,317	$ 180,923,139	$ 211,474,456	$ 936,835	$ 803,809

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The accompanying notes are an integral part of the financial statements.

City of Cocoa, Florida
Statement of Activities
Year Ended September 30, 2020

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	$ 14,796,779	$ 7,301,994	$ 1,337,969	$ 199,814	$ (5,957,002)	$ -	$ (5,957,002)	$ -	$ -
Public safety	17,278,095	3,160,398	275,406	-	(13,842,291)	-	(13,842,291)	-	-
Recreation	1,535,106	97,240	-	-	(1,437,866)	-	(1,437,866)	-	-
Economic development	834,415	-	335,523	951,333	452,441	-	452,441	-	-
Physical environment	2,621,199	5,168,075	7,493	652,100	3,206,469	-	3,206,469	-	-
Transportation	1,445,676	-	-	-	(1,445,676)	-	(1,445,676)	-	-
Capital outlay	-	-	-	-	0	-	0	-	-
Principal	-	-	-	-	0	-	0	-	-
Interest	621,498	-	-	-	(621,498)	-	(621,498)	-	-
Other Debt Service	19,936	-	-	-	(19,936)	-	(19,936)	-	-
Total governmental activities	39,152,704	15,727,707	1,956,391	1,803,247	(19,665,359)		(19,665,359)	-	-
Business-type activities:									
Water and sewer	54,022,806	71,399,930	-	4,213,285	-	21,590,409	21,590,409	-	-
Stormwater utility	1,635,171	1,680,054	-	67,189	-	112,072	112,072	-	-
Total business-type activities	55,657,977	73,079,984		4,280,474		21,702,481	21,702,481	-	-
Total primary government	$ 94,810,681	$ 88,807,691	$ 1,956,391	$ 6,083,721	$ (19,665,359)	$ 21,702,481	$ 2,037,122	$ -	$ -
Component Units									
Diamond Square Redevelopment Agency	$ 70,820	$ -	$ -	$ -	$ -	$ -	$ -	$ (70,820)	$ -
U.S. 1 Corridor Redevelopment Agency	231,123	-	-	-	-	-	-	-	(231,123)
Total component units	$ 301,943	$ -	$ -	$ -	$ -	$ -	$ -	$ (70,820)	$ (231,123)
General revenues:									
Property taxes					$ 6,387,378	$ -	$ 6,387,378	$ -	$ -
Public utility and communication taxes					2,696,257	-	2,696,257	-	-
Franchise fees					1,501,869	-	1,501,869	-	-
Shared revenues not restricted to specific programs					2,790,053	-	2,790,053	238,015	204,832
Gain on sale of capital assets					36,113	73,336	109,449	-	-
Unrestricted investment earnings					358,105	1,046,181	1,404,286	1,619	659
Miscellaneous					477,476	124,444	601,920	-	-
Transfers, net					8,208,972	(8,208,972)	-	-	-
Total general revenues					22,456,223	(6,965,011)	15,491,212	239,634	205,491
Change in net position					2,790,864	14,737,470	17,528,334	168,814	(25,632)
Net position, beginning					27,760,453	166,185,669	193,946,122	768,021	829,441
Net position, ending					$ 30,551,317	$ 180,923,139	$ 211,474,456	$ 936,835	$ 803,809

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The accompanying notes are an integral part of the financial statements.

City of Cocoa, Florida
Balance Sheet - Governmental Funds
September 30, 2020

	General Fund	Cocoa Redevelopment Agency	Capital Projects Fund	Nonmajor Governmental Funds	Total Governmental Funds
Assets:					
Cash and cash equivalents	$ 23,894,043	$ 2,697,677	$ 2,379,621	$ 911,352	$ 29,882,693
Restricted Cash	21,000	-	-	-	21,000
Investments	4,663,941	-	-	351,486	5,015,427
Accounts receivable, net	1,079,323	-	652,099	-	1,731,422
Accounts receivable earned, but not billed	74,832	-	-	-	74,832
Tax receivable	40,082	-	-	-	40,082
Due from other funds	58,658	-	59,376	-	118,034
Due from other governments	272,574	-	-	195,675	468,249
Inventory	20,728	-	-	-	20,728
Prepaid items	197,481	5,435	-	-	202,916
Deposits	-	4,350	-	-	4,350
Deferred charges	-	1,311,037	-	-	1,311,037
Other receivable	-	271,891	-	-	271,891
Advance to other funds	1,252,379	-	671,968	-	1,924,347
Total assets	$ 31,575,041	$ 4,290,390	$ 3,763,064	$ 1,458,513	$ 41,087,008
Liabilities:					
Liabilities					
Accounts payable	$ 1,529,738	$ 19,783	$ 194,332	$ 14,850	$ 1,758,703
Accrued payroll and related liabilities	877,963	1,491	-	952	880,406
Unearned revenue	188,139	-	-	-	188,139
Due to other funds	-	118,034	-	-	118,034
Due to other governments	29,205	-	-	135	29,340
Escrow deposits	65,848	-	-	25,877	91,725
Other liabilities	26,337	-	-	-	26,337
Advance from other funds	-	1,924,347	-	-	1,924,347
Total liabilities	2,717,230	2,063,655	194,332	41,814	5,017,031
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
Deferred Inflow - Grants	62,234	-	-	-	62,234
Total deferred inflows of resources	1,373,271	271,891	-	-	1,645,162
Fund Balances:					
Nonspendable	1,470,589	5,435	-	-	1,476,024
Restricted	69,234	1,949,409	-	1,416,699	3,435,342
Committed	12,271,647	-	3,568,732	-	15,840,379
Assigned	8,779,000	-	-	-	8,779,000
Unassigned	4,894,070	-	-	-	4,894,070
Total fund balances	27,484,540	1,954,844	3,568,732	1,416,699	34,424,815
Total liabilities and fund balances	$ 31,575,041	$ 4,290,390	$ 3,763,064	$ 1,458,513	$ 41,087,008

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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, 2020

Total fund balances of governmental funds		$ 34,424,815
Amounts reported for governmental activities in the statement of net position are different because:		
Deferred inflows (related to the Whitley Marina settlement) 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.		53,090,703
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	$ 6,290,390	
Deferred inflows of resources for pensions	(1,165,738)	5,124,652
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	3,805,031	
Deferred inflows of resources for OPEB	(1,669,952)	2,135,079
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 (net of unamortized premium/discount)	(15,412,059)	
Notes payable	(2,761,000)	
Other postemployment benefits	(23,758,815)	
Net pension liability	(23,509,151)	
Compensated absences	(1,349,253)	(66,790,278)
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.		2,186,488
Deferred inflows/unearned revenue at fund level recognized as revenue in entity-wide statements.		107,967
Total net position of governmental activities		$ 30,551,317

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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, 2020

	General Fund	Cocoa Redevelopment Agency	Capital Projects Fund	Nonmajor Governmental Funds	Total Governmental Funds
Revenues:					
Taxes	$ 9,677,404	$ -	$ -	$ -	$ 9,677,404
Special Assessments	2,721,693	-	-	-	2,721,693
Licenses, permits, and fees	1,963,338	-	-	-	1,963,338
Intergovernmental	2,875,551	1,302,670	851,914	416,099	5,446,234
Charges for services	12,117,136	-	-	-	12,117,136
Fines and forfeitures	17,230	-	-	3,794	21,024
Investment earnings	255,758	14,036	17,362	11,953	299,109
Miscellaneous	1,217,982	39,027	-	28,573	1,285,582
Total revenues	30,846,092	1,355,733	869,276	460,419	33,531,520
Expenditures:					
Curent:					
General government	13,823,207	-	-	45	13,823,252
Public safety	15,358,911	-	-	8,891	15,367,802
Recreation	1,326,355	-	-	-	1,326,355
Economic development	153,729	273,092	-	253,229	680,050
Physical environment	2,493,612	-	6,458	-	2,500,070
Transportation	1,262,206	-	-	-	1,262,206
Capital outlay	1,253,637	182,392	5,745,993	1,172,029	8,354,051
Debt service:					
Principal	-	-	-	1,105,000	1,105,000
Interest	-	-	-	645,679	645,679
Other Debt Service	-	-	-	19,936	19,936
Total expenditures	35,671,657	455,484	5,752,451	3,204,809	45,084,401
Excess (deficiency) of revenues over (under) expenditures	(4,825,565)	900,249	(4,883,175)	(2,744,390)	(11,552,881)
Other Financing Sources (Uses):					
Transfers in	8,703,563	-	707,412	1,807,008	11,217,983
Transfers out	(2,031,202)	(736,669)	(237,314)	(3,826)	(3,009,011)
Proceeds from sales of capital assets	36,113	-	-	-	36,113
Debt issuance	-	-	-	894,000	894,000
Total other financing sources (uses)	6,708,474	(736,669)	470,098	2,697,182	9,139,085
Net change in fund balances	1,882,909	163,580	(4,413,077)	(47,208)	(2,413,796)
Fund Balances, Beginning of Year	25,601,631	1,791,264	7,981,809	1,463,907	36,838,611
Fund Balances, End of Year	$ 27,484,540	$ 1,954,844	$ 3,568,732	$ 1,416,699	$ 34,424,815

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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 Balance of Governmental Funds to the Statement of Activities
Year Ended September 30, 2020

Net change in fund balances - total governmental funds		$ (2,413,796)
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	$ 8,201,594	
Less current year depreciation	(2,859,774)	5,341,820
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.		
Gain (loss) on sale of capital assets		(193,825)
Cash pension contributions reported in the funds were less than the calculated pension expense on the statement of activities and therefore decreased net position.		(1,258,288)
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.		1,648,244
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.		
Issuance of Debt	(894,000)	
Principal payments ($35,652 capital lease payments included in general government)	1,140,652	
Amortization of premium and discount	24,181	270,833
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.		107,967
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.		(82,755)
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.		(629,336)
Change in Net Position of Governmental Activities		$ 2,790,864

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City of Cocoa, Florida
Statement of Net Position - Proprietary Funds
September 30, 2020

	Business-type Activities - Enterprise Funds			Governmental Activities - Internal Services Fund
	Water and Sewer System	Stormwater Fund (Non-Major)	Total	
Assets:				
Current assets:				
Cash and cash equivalents	$ 36,007,734	$ 1,302,664	$ 37,310,398	$ 4,441,347
Restricted current assets:				
Cash and cash equivalents	26,603,698	-	26,603,698	-
Investments	10,243,069	109,597	10,352,666	1,904,125
Accounts receivable, net	7,481,726	38,385	7,520,111	-
Accounts receivable earned, but not billed	5,470,649	-	5,470,649	-
Due from other governments	85,245	-	85,245	-
Inventory	965,105	-	965,105	-
Prepaid items	139,090	2,869	141,959	178,004
Total current assets	86,996,316	1,453,515	88,449,831	6,523,476
Noncurrent assets:				
Restricted noncurrent assets:				
Investments	26,094,716	-	26,094,716	-
Capital assets:				
Land	2,795,148	124,049	2,919,197	-
Buildings	10,918,043	-	10,918,043	-
Improvements other than buildings	369,179,612	5,735,704	374,915,316	-
Machinery and equipment	23,578,089	1,784,247	25,362,336	-
Intangibles	3,530,027	-	3,530,027	-
Construction in progress	21,819,141	86,719	21,905,860	-
Less accumulated depreciation/amortization	(228,931,345)	(2,900,623)	(231,831,968)	-
Total capital assets, net of accumulated depreciation/amortization	202,888,715	4,830,096	207,718,811	-
Total noncurrent assets	228,983,431	4,830,096	233,813,527	-
Total assets	315,979,747	6,283,611	322,263,358	6,523,476
Deferred Outflows of Resources:				
Deferred outflows related to refundings	4,367,857	-	4,367,857	-
Deferred outflows related to pensions	3,331,554	131,715	3,463,269	-
Deferred outflows related to OPEB	2,437,605	69,756	2,507,361	-
Total deferred outflows of resources	10,137,016	201,471	10,338,487	-

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The accompanying notes are an integral part of the financial statements.

City of Cocoa, Florida
Statement of Net Position - Proprietary Funds (Continued)
September 30, 2020

	Business-type Activities - Enterprise Funds			Governmental Activities - Internal Services Fund
	Water and Sewer System	Stormwater Fund (Non-Major)	Total	
Liabilities:				
Current liabilities (payable from current assets):				
Accounts and claims payable	$ 5,551,839	$ 157,020	$ 5,708,859	$ 39,163
Contracts payable	9,611,723	-	9,611,723	-
Accrued payroll and related liabilities	384,871	14,271	399,142	-
Compensated absences	284,935	9,960	294,895	-
Accrued claims payable	-	-	-	2,444,825
Due to other governments	10,405	6,187	16,592	-
State revolving loan payable	2,134,170	-	2,134,170	-
Current liabilities (payable from restricted assets):				
Accrued interest	129,035	-	129,035	-
Customer and developer deposits	3,159,021	-	3,159,021	-
Other deposits	981,913	-	981,913	-
Revenue bonds payable	3,595,000	-	3,595,000	-
Total current liabilities	25,842,912	187,438	26,030,350	2,483,988
Noncurrent liabilities:				
State revolving loan payable	11,716,385	-	11,716,385	-
Compensated absences	370,029	12,007	382,036	-
Accrued claims payable	-	-	-	1,853,000
Total OPEB Liability	15,157,559	215,888	15,373,447	-
Net pension liability	10,455,604	367,750	10,823,354	-
Revenue bonds payable, net of unamortized bond discount/premium	85,636,537	-	85,636,537	-
Total noncurrent liabilities	123,336,114	595,645	123,931,759	1,853,000
Total liabilities	149,179,026	783,083	149,962,109	4,336,988
Deferred Inflows of Resources:				
Deferred inflows related to pensions	585,351	16,411	601,762	-
Deferred inflows related to OPEB	1,092,512	22,323	1,114,835	-
Total deferred inflows of resources	1,677,863	38,734	1,716,597	-
Net Position:				
Net investment in capital assets	139,916,354	4,830,096	144,746,450	-
Restricted for:				
Debt service	2,470,129	-	2,470,129	-
Capital improvements	8,577,390	-	8,577,390	-
Renewal and replacement	2,750,000	-	2,750,000	-
Working capital	13,511,053	517,804	14,028,857	-
Unrestricted	8,034,948	315,365	8,350,313	2,186,488
Total net position	$ 175,259,874	$ 5,663,265	$ 180,923,139	$ 2,186,488

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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, 2020

	Business-type Activities - Enterprise Funds			Governmental Activities -
	Water and Sewer System	Stormwater Fund (Non-Major)	Total	Internal Service Funds
Operating revenues:				
Charges for services	$ 62,321,074	$ (5,832)	$ 62,315,242	$ 8,384,500
Impact fees	5,576,575	-	5,576,575	-
Special Assessment Revenue	-	1,685,886	1,685,886	-
Fire protection	3,502,281	-	3,502,281	-
Miscellaneous revenue	123,395	1,049	124,444	294,712
Total operating revenues	71,523,325	1,681,103	73,204,428	8,679,212
Operating expenses:				
Water/sewer treatment	13,716,652	-	13,716,652	-
Administration	13,979,124	1,330,562	15,309,686	-
Depreciation/amortization	11,373,192	304,609	11,677,801	-
Insurance claims and expenses	-	-	-	7,089,964
Transmission and distribution	7,858,274	-	7,858,274	-
Lift stations and lines	2,799,501	-	2,799,501	-
Total operating expenses	49,726,743	1,635,171	51,361,914	7,089,964
Operating income (loss)	21,796,582	45,932	21,842,514	1,589,248
Nonoperating revenues (expenses):				
Gain (loss) on disposal of assets	84,036	(10,700)	73,336	-
Investment earnings	1,036,185	9,996	1,046,181	58,996
Interest expense	(4,296,063)	-	(4,296,063)	-
Total nonoperating revenues (expenses)	(3,175,842)	(704)	(3,176,546)	58,996
Income before contributions and transfers	18,620,740	45,228	18,665,968	1,648,244
Capital contributions and transfers				
Capital contributions	3,862,404	-	3,862,404	-
Capital grant	350,881	67,189	418,070	-
Transfers out	(8,208,972)	-	(8,208,972)	-
Total capital contributions and transfers	(3,995,687)	67,189	(3,928,498)	-
Change in net position	14,625,053	112,417	14,737,470	1,648,244
Net position, beginning	160,634,821	5,550,848	166,185,669	538,244
Net position, ending	$ 175,259,874	$ 5,663,265	$ 180,923,139	$ 2,186,488

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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, 2020

	Business-type Activities - Enterprise Funds			Governmental Activities -
	Water and Sewer System	Stormwater Fund	Total	Internal Service Funds
Cash flows from operating activities:				
Cash received from customers for sales and services	$ 72,127,566	$ 1,882,478	$ 74,010,044	$ 8,682,506
Cash payments to suppliers for goods and services	(20,389,523)	(813,070)	(21,202,593)	-
Cash payments to employees	(14,006,692)	(477,763)	(14,484,455)	-
Cash payments for insurance and claims expense	-	-	-	(7,626,947)
Net cash provided by (used in) operating activities	37,731,351	591,645	38,322,996	1,055,559
Cash flows from noncapital financing activities:				
Cash transfers in from other funds	-	-	-	-
Cash transfers out to other funds	(8,208,972)	-	(8,208,972)	-
Net cash provided by (used in) noncapital financing activities	(8,208,972)	-	(8,208,972)	-
Cash flows from capital and related financing activities:				
Acquisition of capital assets	(7,630,221)	(407,159)	(8,037,380)	-
Proceeds from sale of capital assets	84,036	-	84,036	-
Principal paid on revenue bonds and loans	(5,524,570)	-	(5,524,570)	-
Interest paid on long-term debt	(4,267,380)	-	(4,267,380)	-
Proceeds from issuance of bonds	-	-	-	-
Capital contributions - grant	350,881	67,189	418,070	-
Net cash provided by (used in) in capital and related financing activities	(16,987,254)	(339,970)	(17,327,224)	-
Cash flows from investing activities:				
Investment income	1,036,185	9,996	1,046,181	58,996
Proceeds from sale/maturity of investments	21,626,780	73,553	21,700,333	1,115,330
Purchase of investments	-	-	-	-
Net cash provided by (used in) investing activities	22,662,965	83,549	22,746,514	1,174,326
Net increase (decrease) in cash and cash equivalents	35,198,090	335,224	35,533,314	2,229,885
Cash and cash equivalents, beginning	27,413,342	967,440	28,380,782	2,211,462
Cash and cash equivalents, ending	$ 62,611,432	$ 1,302,664	$ 63,914,096	$ 4,441,347
Reconciliation of operating income (loss) to net cash provided by (used in) operating activities:				
Operating income (loss)	$ 21,796,582	$ 45,932	$ 21,842,514	$ 1,589,248
Adjustments to reconcile operating income (loss) to net cash provided by operating activities:				
Depreciation/amortization	11,373,192	304,609	11,677,801	-
Change in assets and liabilities:				
(Increase) decrease in assets:				
Accounts receivable	351,170	201,375	552,545	3,294
Due from other governments	(85,245)	-	(85,245)	-
Inventory	(81,712)	-	(81,712)	-
Prepaid items	28,169	1,508	29,677	(27,617)
Deferred outflows of resources - pensions	(267,405)	(55,358)	(322,763)	-
Deferred outflows of resources - OPEB	(1,639,838)	(8,953)	(1,648,791)	-
Increase (decrease) in liabilities:				
Accounts and claims payable	2,442,199	(3,890)	2,438,309	2,733
Contracts payable and retainage payable	396,990	-	396,990	-
Accrued payroll and related liabilities	178,461	(215)	178,246	-
Accrued claims payable	-	-	-	(512,099)
Due to other governments	2,503	6,187	8,690	-
OPEB Liability	2,256,798	76,186	2,332,984	-
Net pension liability	1,170,577	39,196	1,209,773	-
Deferred inflows of resources - pensions	(223,286)	(7,476)	(230,762)	-
Deferred inflows of resources - OPEB	(220,875)	(7,456)	(228,331)	-
Deposits	253,071	-	253,071	-
Total adjustments	15,934,769	545,713	16,480,482	(533,689)
Net cash provided by (used in) operating activities	$ 37,731,351	$ 591,645	$ 38,322,996	$ 1,055,559
Noncash capital and related financing activities:				
Acquisition of capital assets through contributions from property owners, developers and other governments	$ (3,862,404)	$ -	$ (3,862,404)	$ -

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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, 2020

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The accompanying notes are an integral part of the financial statements.

City of Cocoa, Florida
Statement of Net Position -
Fiduciary Funds
September 30, 2020

	Employee Pension Trust Funds
Assets:	
Cash and cash equivalents	$ 1,795,802
U.S. Bonds and T-bills	1,003,586
Federal Agencies	1,632,734
Investments at fair value:	
Corporate Bonds	4,698,414
Stocks	21,381,004
Mutual funds	28,012,636
Pooled Comingled Equity Funds	5,695,715
US real estate investment fund	8,139,442
Interest receivable	48,974
Total assets	72,408,307
Liabilities:	
Accounts payable	$ 85,146
Deferred contributions	61,609
Total liabilities	146,755
Net Position:	
Restricted for pension benefits	$ 72,261,552

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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, 2020

	Employee Pension Trust Funds
Additions	
Contributions:	
Employer contributions	$ 2,670,204
Employee contributions	378,658
Employee voluntary contributions	1,286
State contributions	298,342
Total contributions	3,348,490
Investment earnings:	
Net increase in the fair value of investments	4,560,092
Interest and dividends	1,763,671
Total investment earnings	6,323,763
Less investment expense	300,230
Net investment earnings	6,023,533
Total additions	9,372,023
Deductions	
Benefits payments	5,137,944
Administrative expenses	220,326
Total deductions	5,358,270
Change in net position	4,013,753
Net position, beginning of year	68,247,799
Net position, end of year	72,261,552

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The accompanying notes are an integral part of the financial statements.

CITY OF COCOA
NOTES TO 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.

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1. Component Units

Effective for the FY 20 fiscal year, the State of Florida amended FS 163.387 (8) to require separate financial statements to be issued for each CRA that meets a specified $100,000 threshold. The component units' financial information is audited and included in the City's annual report and the separately issued annual reports can be obtained from the City Clerk's office or on the City's website.

a) Blended Component Units

(i) 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.

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.

a) Blended component units *(Continued)*

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 10). 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 GERS pension Board is authorized to establish benefit levels and to approve the actuarial assumptions used in the determination of contribution levels.

Pension information for the PSERS and the GERS is found in a combined format in the Fiduciary Statement of Net Position and Statement of Changes in the Fiduciary Net Position in the City's annual report. Stand-alone financial statements for the for the individual PSERS and the GERS plans are contained in the annual actuarial reports that are prepared by an external consultant and can be obtained from the City Clerk.

b) Discretely Presented Component Units

(i) 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.

(ii) 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

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potential for the Agency to provide specific financial benefits to, or impose specific financial burdens on, the City. The U.S. 1 Corridor Redevelopment Agency will sunset on September 30, 2020.

b) Discretely Presented Component Units *(Continued)*

Financial information on the discretely presented component unit activity can be found in the Government-Wide Statement of Net Position, Statement of Activities, and Note 4 (D) Capital Assets/Discretely Presented Component Units.

B. Measurement Focus and Basis of Accounting and Financial Statement Presentation

1. 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. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

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. 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.

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1. Government-Wide and Fund Financial Statements *(Continued)*

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.

a) Restricted Net Position

The balance of the restricted net position at September 30, 2020 in the enterprise funds are as follows:

Debt Service	$	2,470,129
Capital Improvements		8,577,390
Renewal and Replacement		2,750,000
Working Capital		14,028,857
Total Restricted Net Position	$	27,826,376

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2. Fund Financial Statements

a) 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

2. Fund Financial Statements *(Continued)*

b) The City reports the following major proprietary funds:

(i) 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.

c) Additionally, the City reports the following funds:

Internal Service Funds

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 City reports the following fiduciary funds:

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 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, Police Special Education and Federal Forfeiture), and a Debt Service fund. The City's nonmajor enterprise fund consists of the stormwater utility fund.

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 2) 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

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c) Additionally, the City reports the following funds: ***(Continued)***

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 connectingnew 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.

3. Fund Balance

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 General Fund is the only fund that reports a positive unassigned fund balance.

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NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)*

3. Fund Balance *(Continued)*

In other governmental funds, it is not appropriate to report a positive unassigned fund balance amount. However, in governmental funds other than the General Fund, if expenditures incurred for specific purposes exceed the amounts that are restricted, committed or assigned to those purposes, it may be necessary to report a negative unassigned fund balance in that fund.

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.

At September 30, 2020, the City's fund balances were classified as follows:

September 30, 2020	General	Cocoa Redevelopment Agency	Capital Projects Fund	Nonmajor Funds	Total Governmental Funds
Fund balances:					
Non-spendable:					
Inventory	$ 20,728	$ -	$ -	$ -	$ 20,728
Prepaid Items	197,481	5,435	-	-	202,916
Long-term Receivable	1,252,380	-	-	-	1,252,380
Restricted:					
Public safety	2,234	-	-	63,264	65,498
Reserve Fund - Dr. Joe Lee Smith Community Center Project	67,000				67,000
Commmunity Improvement projects	-	1,949,409	-	722,581	2,671,990
Debt Service Payments	-	-	-	630,854	630,854
Committed:					
Other Community Improvements	-	-	-	-	-
Stabilization Fund	11,771,647	-	-	-	11,771,647
Capital Replacement	500,000	-		-	500,000
Capital Projects	-	-	3,568,732	-	3,568,732
Assigned:					
Economic Incentives	750,000	-	-	-	750,000
Building & Equipment Improvements	494,000				494,000
City-wide Software Upgrade	1,750,000	-	-	-	1,750,000
Cocoa Park Improvements	2,500,000				2,500,000
Cocoa Village Parking	1,500,000				1,500,000
Donations	85,000				85,000
Road & Sidewalk Improvements	350,000				435,000
Housing	350,000	-	-	-	350,000
Sustainability/Resiliency Initiatives	1,000,000	-	-	-	1,000,000
Unassigned	4,894,070	-	-	-	4,894,070
Total fund balances	$ 27,484,540	$ 1,954,844	$ 3,568,732	$ 1,416,699	$ 34,509,815

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NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)*

4. Budgets & Budgetary Accounting

The following procedures are used to establish the budgetary data reflected in the financial statement:

1) No later than August 1 of each year, the City Manager submits a proposed operating budget to City Council for the fiscal year commencing the following October 1.
2) Public hearings are held to obtain taxpayer comments.
3) Prior to October 1, the budget is legally enacted through the passage of a resolution.
4) Budgets are legally adopted and formal budgetary integration is employed as a management control device during the year for all appropriated funds, including the internal service funds. The budget for the enterprise fund is derived in compliance with bond covenants and operational needs. The pension trust funds are not budgeted.
5) Budgets for the governmental funds are adopted on a basis consistent with generally accepted accounting principles (GAAP). The budget for the enterprise fund is adopted on a non-GAAP basis to reflect budget versus actual information related to "operations and maintenance" as defined in bond covenants.
6) The City Manager is authorized to transfer all or part of an unencumbered appropriation balance between departments within a fund; however, any revisions that alter the total appropriations of any fund must be approved by City Council. The classification at which expenditures may not legally exceed appropriations is at the object classification level. During the fiscal year, various appropriations were approved in accordance with this policy. Budgeted amounts shown in the financial statements are as originally adopted and as further amended.
7) Appropriations lapse at the end of the fiscal year. Reappropriation of remaining encumbrances that will continue into the following year require separate approval by City Council in the following fiscal year.

5. Cash and Cash Equivalents

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.

Cash balances available within various funds, except pension trust funds, were pooled for investment purposes. Substantially all deposits at September 30, 2020, were invested using the pooled investment concept. Interest earned was allocated to the various funds based on their average cash and investment balances.

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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.

5. Cash and Cash Equivalents *(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.

a) 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.

b) 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;

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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).

c) 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;

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c) The Police Officers Pension Fund is authorized to invest surplus funds as follows: ***(Continued)***

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.

d) 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

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.

6. Inventories

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.

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7. Prepaid Items

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.

8. Restricted Assets

The use of certain assets of the Water and Sewer Utility Fund are restricted by certain provisions of bond resolutions and other agreements. Other assets are restricted by nature of the funding sources. Assets so designated are identified as restricted assets on the statement of net position and fund level statements.

9. 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.

10. Amortization of Bond Premium and Discounts

Bond discounts and premiums are amortized over the life of the bonds using the effective interest method. In the governmental funds, these costs are recorded as other sources or uses of funds when bonds are issued. Issuance costs are expensed at the time of debt issuance.

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11. Receivables

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 Chapter 200.065(5)(a), Florida Statutes 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, 2020 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.

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12. 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.

13. Deferred Outflows of Resources/Deferred Inflows of Resources

The deferred amount for advance refunding of debt in the Water and Sewer fund is classified as deferred outflows of resources.

13. Deferred Outflows of Resources/Deferred Inflows of Resources *(Continued)*

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 $9,753,659 for the year ended September 30, 2020.

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 $6,312,392 for the year ended September 30, 2020.

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 $1,767,500 for the year ended September 30, 2020.

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 $2,784,787 for the year ended September 30, 2020.

14. Defined Benefit Pension Plans

The City participates in cost-sharing, multiple-employer, defined benefit pension plans that are administered by the State of Florida, Department of Management Services, Division of Retirement. 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.

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15. 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.

16. 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.

17. Fund Deficit

There are no funds that report a fund deficit as of September 30, 2020.

18. New Accounting Pronouncements

The City did not implement any new accounting pronouncements for the period ended September 30, 2020.

19. Net Position Restricted by Enabling Legislation

The City reports net position restricted by enabling legislation for public safety ($63,264) and housing assistance ($722,581) as of September 30, 2020.

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NOTES TO FINANCIAL STATEMENTS

NOTE 2 - DEPOSITS & INVESTMENTS

A. Governmental & Business-Type Activities 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, 2020, there were no redemption fees or maximum transaction amounts, or any other requirements that serve to limit the City's access to 100% of its account value in either external investment pool.

At September 30, 2020, the City's carrying amount of cash deposits was $69,118,413 and the bank balance was $69,131,832. In addition, the City holds $2,750 of petty cash. The component units' carrying amount of deposits with banks was $391,026 and the bank balance was $391,026. As of September 30, 2020, $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.

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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.

A. Governmental & Business-Type Activities Deposits and Investments *(Continued)*

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, 2020 of $8,139,442 is subject to custodial credit risk. The fiduciary funds' remaining investments are covered by SIPC insurance.

At September 30, 2020, 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)	$ 599,072	$ 599,072	$ -	$ -	$ -	AAAm	S&P	
FL Class	22,498,926	22,498,926	-	-	-	AAA - A-	S&P	
Money Market Fund								
Money Market Fund	129	129	-			AAA	S&P	L1
Money Market Fund	29,532,234	29,529,072	-	-	-	AAAm	S&P	L1
Corporate Bonds								
Corporate Bonds (Aaa - A1)	722,702	722,702	-	-	-	A+	S&P	L2
Asset-Backed Securities								
Asset-Backed Securities (Aaa)	-	-	-	-	-		S&P	L2
US Treasuries								
US Treasuries (Aaa-Aa1)	11,721,322	10,211,056	1,510,265	-	-	AA+	S&P	L2
US Agencies								
US Agencies (Aaa)	7,821,751	3,622,809	4,198,942	-	-	AA+	S&P	L2
Total primary government cash equivalents and investments	$ 72,896,136	$ 67,183,766	$ 5,709,207	$ -	$ -			
Less: Total Cash Equivalents, at cost	$ 29,529,202							
Total Investments	$ 43,366,934							

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B. Fiduciary Investments

At September 30, 2020, 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	$ 239,729	$ -	$ 211,979	$ 27,750	$ -	AAA - AA	S&P	L1
Fixed Income US Government (AAA)	1,619,168	-	922,493	-	696,675	AAA	S&P	L2
Fixed Income Preferred Securities	108,716	108,716	-	-	-	Baa2 - Baa3	S&P	L2
Corporate Fixed Income	2,565,232	305,884	371,591	1,869,879	17,878	AAA - A-, BBB+ - B-	S&P	L2
Mutual Funds	38,523,665	38,505,078	-	-	-	Not Rated		L1
Equities	14,539,097	14,539,097	-	-	-	Not Rated		L1
Fixed Income	3,648,653	675,053	1,835,661	371,483	766,456	Not Rated		L2
Real Estate Investment Fund	8,139,442	8,139,442	-	-	-	Not Rated		L3
Alternative Investments	610,331	610,331	-	-	-	Not Rated		-
Global Fixed Income	618,472	618,472	-	-	-	Not Rated		
Total Investments	$ 70,612,505	$ 63,502,073	$ 3,341,724	$ 2,269,112	$ 1,481,009			
Total Cash Equivalents, at cost	1,795,802							
Total Fiduciary Fund Cash Equivalents and Investments	$ 72,408,307							

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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.

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.

NOTE 2 - DEPOSITS & INVESTMENTS *(Continued)*

B. Fiduciary Investments *(Continued)*

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, 2020.

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.

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B. Fiduciary 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, 2020, and the significant unobservable inputs and the ranges of those values for those inputs.

Instrument	Fair Value 09/30/2020	Principal Valuation Technique	Significant Unobservable Inputs	Range of Significant Input Values	Weighted Average
American Realty Advisors	$ 2,001,107	Discounted Cash Flow	Going-In Cap Rate	-.22% to 6.94%	4.27%
			Exit Cap Rate	4.25% to 8.5%	5.12%
			Discount Rate	5.25% to 10%	5.94%
Barings	1,517,879	Discounted Cash Flow	Discount Rate	5.50% to 9.01%	6.68%
			Terminal Cap Rate	4.5% to 7.5%	5.33%
			DCF Term (years)	10 to 11 years	10.08 years
TA Realty	1,542,703	Discounted Cash Flow (DCF) Analysis	Discount Rate	5.25% to 7%	N/A
			Exit Cap Rate	4.5% to 6.5%	N/A
			DCF Term (years)	10 years	N/A
U.S. Realty	3,077,753	Discounted Cash Flow Direct Capitalization	Exit Cap Rate	4.75% to 8.63%	6.06%
			Discount Rate	5.75% to 9.5%	7.35%
			Market rent Growth Rate	3.% to 3.11%	3.00%
			DCF Term	8 to 12 years	10 years
	$ 8,139,442				

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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, 2020:

	Fair Value	Unfunded Commitments	Redemption Frequency (If currently eligible)	Redemption Notice Period
American Realty Advisors	$ 2,001,107	N/A	Quarterly	10 Days
Westwood Trust Large Cap Value Equity	$ 3,362,488	N/A	Daily	3 Days
TA Realty	$ 1,542,703	N/A	Quarterly	45 Days
SEI Aristotle	$ 3,297,952	N/A	Monthly	None
Barings	$ 1,517,879	N/A	Quarterly	60 Days
U.S. Real Estate	$ 3,077,753	N/A	Quarterly	None

NOTE 3 - RECEIVABLES

Receivables as of September 30, 2020, 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	Capital Projects Fund	Water and Sewer System Fund	Nonmajor Enterprise Fund	Total
Accounts receivable	1,191,614	652,099	7,662,831	47,969	9,554,513
Accounts receivable earned, but not billed	74,832	-	5,470,649	-	5,545,481
Tax Receivable	40,082	-	-	-	40,082
Gross receivables	1,306,528	652,099	13,133,480	47,969	15,140,076
Less: allowance for uncollectible accounts	(112,291)	-	(181,105)	(9,584)	(302,980)
Total net receivables	1,194,237	652,099	12,952,375	38,385	14,837,096

The City provides an allowance for accounts receivable that may become uncollectible. At September 30, 2020, this allowance was $112,291 in the general fund, $181,105 in the water and sewer system fund, and $9,584 in the stormwater fund. No other allowances for doubtful accounts are maintained since all other accounts receivable are considered collectible at September 30, 2020.

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NOTES TO FINANCIAL STATEMENTS

NOTE 4 - CAPITAL ASSETS

A. Governmental Activities

Capital asset activity for the year ended September 30, 2020 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	1,738,883	6,364,005	(7,563,706)	539,182
Total capital assets, not being depreciated/amortized	8,615,098	6,364,005	(7,563,706)	7,415,397
Capital assets, being depreciated/amortized:				
Buildings	25,865,715	3,676,270	(78,374)	29,463,611
Equipment	15,030,403	1,271,427	(483,276)	15,818,554
Intangibles	2,138,750	-	-	2,138,750
Infrastructure	72,446,465	4,453,598	(256,480)	76,643,583
Total capital assets being depreciated/amortized	115,481,333	9,401,295	(818,130)	124,064,498
Less accumulated depreciation/amortization for:				
Buildings	(8,141,126)	(893,209)	78,374	(8,955,961)
Equipment	(10,317,338)	(1,149,464)	438,550	(11,028,252)
Intangibles	(2,116,593)	(13,017)	-	(2,129,610)
Infrastructure	(55,578,666)	(804,083)	107,380	(56,275,369)
Total accumulated depreciation/amortization	(76,153,723)	(2,859,773)	624,304	(78,389,192)
Total capital assets being depreciated/amortized, net	39,327,610	6,541,522	(193,826)	45,675,306
Governmental activities capital assets, net	$ 47,942,708	$ 12,905,527	$ (7,757,532)	$ 53,090,703

Depreciation/amortization expense was charged to functions/programs of the City's governmental funds as follows:

Governmental activities:	
General government	$ 1,704,310
Public safety	710,258
Recreation	134,297
Economic development	141,093
Physical environment	-
Transportation	169,815
Total depreciation/amortization expense - governmental activities	$ 2,859,773

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NOTE 4 - CAPITAL ASSETS *(Continued)*

B. Business-type Activities

	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	17,562,755	7,836,679	(3,493,574)	21,905,860
Total capital assets, not being depreciated/amortized	20,481,952	7,836,679	(3,493,574)	24,825,057
Capital assets, being depreciated/amortized:				
Buildings	10,918,043	-	-	10,918,043
Improvements other than buildings	368,753,731	6,161,585	-	374,915,316
Equipment	24,810,437	1,264,448	(712,549)	25,362,336
Intangibles	3,381,928	148,099	-	3,530,027
Total capital assets, being depreciated/amortized	407,864,139	7,574,132	(712,549)	414,725,722
Less accumulated depreciation/amortization for:				
Buildings	(5,155,951)	(269,775)	-	(5,425,726)
Improvements other than buildings	(193,858,725)	(9,819,311)	-	(203,678,036)
Equipment	(19,102,596)	(1,420,414)	684,396	(19,838,614)
Intangibles	(2,721,291)	(168,301)	-	(2,889,592)
Total accumulated depreciation/amortization	(220,838,563)	(11,677,801)	684,396	(231,831,968)
Total capital assets, being depreciated/amortized, net	187,025,576	(4,103,669)	(28,153)	182,893,754
Business-type activities capital assets, net	$ 207,507,528	$ 3,733,010	$ (3,521,727)	$ 207,718,811

Depreciation/amortization expense was charged to functions/programs of the City's business-type activities as follows:

Business-type activities:	
Water and Sewer System	$ 11,373,192
Stormwater Utility	304,609
Total depreciation/amortization expense - business-type activities	$ 11,677,801

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NOTE 4 - CAPITAL ASSETS *(Continued)*

C. Discretely Presented Component Units

Activity for the Diamond Square Redevelopment Agency for the year ended September 30, 2020 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	47,488	-	477,850
Less accumulated depreciation for:				
Improvements other than buildings	(86,983)	(15,088)	-	(102,071)
Total capital assets, being depreciated, net	343,379	32,400	-	375,779
Diamond Square Agency capital assets, net	$ 524,571	$ 32,400	$ -	$ 556,971

Activity for the U.S. 1 Corridor Redevelopment Agency for the year ended September 30, 2020 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	(162,696)	(22,090)	-	(184,786)
Total capital assets, being depreciated, net	529,617	(22,090)	-	507,527
U.S. 1 Corridor Agency capital assets, net	$ 816,008	$ (22,090)	$ -	$ 793,918

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NOTE 4 - CAPITAL ASSETS *(Continued)*

D. Construction Commitments

The City has active construction commitments as of September 30, 2020. 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	4,406,331	19,349,679
Biosolids Improvement	-	167,104
Dyal Standard Operations Procedures Manual	-	143,094
Total	$ 4,411,126	$ 20,080,192

The above remaining commitment balances include accounts and retainages payable recorded in the City's financial statements as of September 30, 2020.

E. Net Investment in Capital Assets

Net investment in capital assets component of net position consisted of the following components as of September 30, 2020:

	Governmental Activities	Business-type Activities	Diamond Square Redevelopment Agency	U.S. 1 Corridor Redevelopment Agency
Capital Assets, Net of Depreciation	$ 53,090,703	$ 207,718,811	$ 556,971	$ 793,918
Calculation of Outstanding Capital Debt				
Less: Revenue Bonds Payable	15,015,000	82,715,000	-	-
Unamortized Premiums/Discounts	397,059	6,516,536	-	-
Notes Payable	2,761,000	13,850,555	-	-
Capital Lease	-	-	-	-
Total Outstanding Capital Debt	18,173,059	103,082,091	-	-
Add:				
Unspent Debt Proceeds	894,000	35,741,873		
Deferred Outflow Related to Refundings	-	4,367,857	-	-
Total Adjustments	894,000	40,109,730	-	-
Net Investment in Capital Assets	$ 35,811,644	$ 144,746,450	$ 556,971	$ 793,918

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NOTES TO FINANCIAL STATEMENTS

NOTE 5 - INTERFUND ACTIVITY

Interfund Payables/Receivables

The composition of interfund balances as of September 30, 2020 is as follows:

Due to/from other funds:

Due From	Due To	Amount
Cocoa Redevelopment Agency	General Fund	$ 58,658
Cocoa Redevelopment Agency	Capital Projects Fund	59,376
Total		$ 118,034

Advance to/from other funds:

Advance To	Advance From	Amount
Cocoa Redevelopment Agency	General Fund	$ 1,252,379
Cocoa Redevelopment Agency	Capital Projects Fund	671,968
Total		$ 1,924,347

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.

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Interfund Transfers

	Transfers In	Transfers Out	Purpose
Major Funds:			
General Fund	$ 8,703,563	$ 2,031,202	To fund debt service and expenditures; receive Return On Investment (ROI) & Payment in Lieu of Franchise Fee (PILOFF)
Cocoa CRA	-	736,669	To fund capital expenditures
Capital Projects Funds	707,412	237,314	To fund capital projects and equipment
Water Sewer Fund	-	8,208,972	To pay for ROI & PILOFF
Nonmajor Governmental Funds:			
Special Revenue Funds	23,763	3,826	To fund capital projects and expenditures
Debt Service Fund	1,783,245	-	To fund debt service payments
Total lnterfund Transfers	$ 11,217,983	$ 11,217,983	

NOTE 6 - SHORT-TERM LIABILITIES

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, 2020, the balance recorded as contracts payable due to these entities was $9,611,724, which includes amounts billed but not yet collected of $6,941,417 and revenue earned but not yet billed of $2,669,391. Amounts collected and not yet remitted to these entities at year-end totaled $4,017,220 in the Water and Sewer System fund. The City has collected for, and not yet remitted to, the County permit fees totaling $9,602.

NOTE 7 - LONG-TERM LIABILITIES

A. Changes in Long-term Liabilities

Long-term liability activity for the year ended September 30, 2020 is as follows:

	Beginning Balance	Additions/ Transfers	Deletions/ Transfers	Ending Balance	Due Within One Year
Governmental Activities					
Bond payable:					
Revenue bonds payable	$ 15,495,000	$ -	$ (480,000)	$ 15,015,000	$ 495,000
Less deferred amounts:					
For issuance discounts	(39,243)	-	1,401	(37,842)	-
For issuance premium	460,483	-	(25,582)	434,901	-
Total bonds payable	15,916,240	-	(504,181)	15,412,059	495,000
Notes from direct placements	2,492,000	-	(625,000)	1,867,000	634,000
Notes from direct borrowing	-	894,000	-	894,000	45,000
Capital leases	35,652	-	(35,652)	-	-
Accrued claims payable	4,809,924	7,089,722	(7,601,821)	4,297,825	2,444,825
OPEB liability	20,173,007	4,392,369	(806,561)	23,758,815	-
Net pension liability	22,571,349	2,453,470	(1,515,668)	23,509,151	-
Compensated absences	1,266,498	1,444,909	(1,362,154)	1,349,253	591,298
Governmental activities long-term liabilities	$ 67,264,670	$ 16,274,470	$ (12,451,037)	$ 71,088,103	$ 4,210,123

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NOTE 7 - LONG-TERM LIABILITIES *(Continued)*

A. 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	$ 64,355,000	$ -	$ (2,195,000)	$ 62,160,000	$ 2,295,000
Less deferred amounts:					
For issuance discounts	-	-	-	-	-
For issuance premium	6,826,217	-	(309,681)	6,516,536	-
Total bonds payable	71,181,217	-	(2,504,681)	68,676,536	2,295,000
Direct placement:					
Revenue bonds payable - private placement	21,805,000	-	(1,250,000)	20,555,000	1,300,000
Total all bonds payable	92,986,217	-	(3,754,681)	89,231,536	3,595,000
Due to other governments:					
State revolving loans payable - direct borrowings	15,930,126	-	(2,079,571)	13,850,555	2,134,170
OPEB liability	13,040,463	2,857,745	(524,761)	15,373,447	-
Net pension liability	9,613,581	1,617,301	(407,528)	10,823,354	-
Compensated absences	605,300	790,379	(718,748)	676,931	294,895
Business-type activities long-term liabilities	$ 132,175,687	$ 5,265,425	$ (7,485,289)	$ 129,955,823	$ 6,024,065

For the governmental activities, capital leases and compensated absences are generally liquidated by current resources of the General Fund. Other governmental liabilities such as OPEB and pension are liquidated by the fund in which the liability was incurred.

Principal and interest paid in the current fiscal year for the Fire Protection Revenue Bonds, Series 2016, was $460,063 and pledged gross revenue was $2,721,693. As of September 30, 2020, principal and interest to maturity in 2046 to be paid from pledged future revenues totaled $12,019,444. Principal and interest paid in the current fiscal year for the Capital Improvement Revenue Bond, Series 2016, was $610,613 and pledged gross revenue was $4,198,125. As of September 30, 2020, principal and interest to maturity in 2037 to be paid from pledged future revenues totaled $10,398,213.

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 $9,691,951 and pledged net revenue and impact fees was $31,073,979. As of September 30, 2020, principal and interest to maturity in 2048 to be paid from pledged future revenues totaled $148,729,681.

1. 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.

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NOTE 7 - LONG-TERM LIABILITIES *(Continued)*

1. Revenue Bonds *(Continued)*

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, 2020. Revenue bonds outstanding at year-end are as follows:

i) Governmental Activities

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 $434,901)	$ 8,054,901
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 $37,842)	7,357,158
Total governmental activities	$ 15,412,059

a. 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.

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NOTE 7 - LONG-TERM LIABILITIES *(Continued)*

a) Governmental Activities *(Continued)*

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 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.

b) 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.

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NOTE 7 - LONG-TERM LIABILITIES *(Continued)*

ii) Business-Type Activities

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 $147,340)	$ 5,242,340
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 $4,052,487)	40,282,487
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 $2,316,709)	23,151,709
Total Bonds Payable	68,676,536
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)	20,555,000
Total Business-Type Activities	$ 89,231,536

Annual debt service requirements to maturity for revenue bonds outstanding are as follows:

Year Ending	Governmental Activities		Business-Type Activities			
			Bonds Payable		Direct Placement Bonds	
September 30,	Principal	Interest	Principal	Interest	Principal	Interest
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	575,000	497,425	800,000	2,552,450	3,480,000	478,071
2026-2030	3,235,000	2,133,069	8,865,000	12,074,288	8,445,000	969,574
2031-2035	3,910,000	1,458,231	12,635,000	9,940,650	1,245,000	45,194
2036-2040	2,780,000	755,306	16,445,000	6,843,750	-	-
2041-2045	1,975,000	341,919	8,920,000	3,107,500	-	-
2046-2050	445,000	18,356	6,495,000	660,000	-	-
Totals	$ 15,015,000	$ 7,402,656	$ 62,160,000	$ 46,247,763	$ 20,555,000	$ 4,187,387

a) 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.

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NOTE 7 - LONG-TERM LIABILITIES *(Continued)*

b) Business-Type Activities *(Continued)*

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.

b) 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 13 years of $2,965,093. The Series 2018A-1 Bonds were exchanged for a 2018A-2 Tax Exempt Bond on July 15, 2019. The principal amount of the 2018 Tax-Exempt Bond Series A-2 is payable beginning October 1, 2020. Final maturity of the Series A-2 tax-exempt bond is October 1, 2031.

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.

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b) Business-Type Activities*(Continued)*

c) 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.

2. Notes Payable

a) Governmental Activities

a) 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

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NOTE 7 - LONG-TERM LIABILITIES *(Continued)*

b) 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.

c) 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%.

Direct Borrowing

On April 22, 2020, The City entered into a loan agreement with the U.S. Department of Housing and Urban Development (HUD) through the Section 108 Loan Guarantee Program for the construction of the Dr. Joe Lee Smith Community Center in the amount of $894,000. This loan is a variable interest rate loan that is calculated as 20 basis points above the three month LIBOR rate two days prior to the payment due date. It holds a conversion date clause in which the loan may be converted to a fixed rate loan. As the interest rate is variable and future interest rates are unknown, the amortization schedule as of September 30, 2020 is an estimated amount based on historical LIBOR interest rates.

The loan guarantee provision of the Community Development Block Grant (CDBG) program provides communities with a source of financing for economic development, housing rehabilitation, public facilities, and large-scale development projects. Local governments borrowing funds guaranteed by Section 108 loans must pledge their current and future CDBG allocations as security for the loan.

The outstanding principal amount of the loan at September 30, 2020 is as follows:

	Issue Date	Due Serially to	Interest Rate	Issue	Balance at September 30, 2020
Section 108 Loan	4/22/20	8/1/39	Variable	$ 894,000	$ 894,000

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NOTE 7 - LONG-TERM LIABILITIES *(Continued)*

Future requirements to pay principal and interest on the Section 108 Loan at September 30, 2020, are as follows:

Governmental Activities - Direct Borrowing			
	Principal	Interest	Total
Fiscal Year			
2021	$ 45,000	$ 3,254	$ 48,254
2022	45,000	3,722	48,722
2023	45,000	3,525	48,525
2024	45,000	3,337	48,337
2025	45,000	3,130	48,130
2026-2030	225,000	14,645	239,645
2031-2036	290,000	6,649	296,649
2037-2039	154,000	1,302	155,302
Total	$ 894,000	$ 39,564	$ 933,564

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%	$ 597,000
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%	400,000
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%	870,000
Total governmental activities	$ 1,867,000

Upon an event of default, the interest rate increases to the default rate after 5 days past any due date for principal and interest.

Annual debt service requirements to maturity for the notes are as follows:

Year Ending	Governmental Activities	
September 30,	Principal	Interest
2021	$ 634,000	$ 40,430
2022	653,000	25,943
2023	355,000	11,073
2024	225,000	4,950
2025	-	-
2026-2030	-	-
Totals	$ 1,867,000	$ 82,396

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NOTE 7 - LONG-TERM LIABILITIES *(Continued)*

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.

b) Proprietary Activities

State Revolving Fund Loans

a) 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, 2020 is $524,205. 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.

b) 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, 2020 is $968,422. 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.

c) 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, 2020 is $926,601. 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.

d) 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, 2020 is $2,822,587. 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 paid in full in fiscal year 2025.

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NOTE 7 - LONG-TERM LIABILITIES *(Continued)*

a) Governmental Activities *(Continued)*

e) 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 wastewater portion related to the widening of U.S. 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, 2020 is $3,597,722. 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.

f) 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 U.S. 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, 2020 is $1,217,098. 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 paid in full in fiscal year 2031.

g) During 2009, the City was awarded an additional construction loan under the Florida Department of Environmental Protection Drinking Water State Revolving Fund (DW0517050), for the 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, 2020 is $3,721,028. 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 paid in full in fiscal year 2030.

h) 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, 2020 is $72,892. 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 paid 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.

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NOTE 7 - LONG-TERM LIABILITIES *(Continued)*

a) Governmental Activities *(Continued)*

The balances outstanding under State Revolving Loan Funds as of September 30, 2020 are as follows:

Year Ending September 30,	Business-type Activities Principal	Interest
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	1,357,619	162,400
2026-2030	4,463,191	402,705
2031	201,259	2,936
Totals	$ 13,850,555	$ 1,728,976

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NOTE 7 - LONG-TERM LIABILITIES *(Continued)*

3. 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 $147,340)	$ 1,889,100	$ 5,095,000	$ 570,625	3
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 $3,907,757)	2,386,650	36,230,000	30,571,200	28
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 $2,316,709)	865,200	20,835,000	15,105,938	21
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)	2,041,522	20,555,000	4,187,387	11
Total Bonds - Business-type Activities	7,182,472	82,715,000	50,435,150	
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%.	2,509,479	13,850,555	1,728,976	
Total Business-Type Activities	$ 9,691,951	$ 96,565,555	$ 52,164,126	
Less: Premium/ Discount		$ 6,826,218		
Total Principal Oustanding Less Premium / Discount		$ 89,739,337		

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Water & Sewer System Pledged Revenue Calculation

Operating Revenues	$ 71,523,325
Add: Gain (Loss) on disposal of assets	84,036
Add: Investment Income	1,036,185
Less: Impact Fees	(5,576,575)
Total Applicable Revenues	67,066,971
Less: Operating Expenses	(49,726,743)
Plus: Depreciation	11,373,192
GF Admin Fee	6,343,999
Net Revenue	35,057,419
Pledged Impact Fees	5,576,575
Net Revenue Plus Pledged Impact Fees	$ 40,633,994

4. Leases

a) 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,	
2021	$ 52,916
2022	52,916
2023	52,916
2024	52,086
2025	49,596
Total minimum future rental expense	$ 260,430

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NOTE 8 - 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 $600,000 of each workers' compensation claim and for any losses incurred exceeding $25,000,000 per incident. For the year ended September 30, 2020, the City had an estimated $452,527 in claims expense, including $32,147 in incurred but not reported claims, and $187,561 in administrative costs recorded in the self-insurance fund. At September 30, 2020, the actuarially determined net loss reserve for all fund years is $3,420,000 (undiscounted). On a discounted basis (discounted at 3.0%), the actuarial net loss reserve is $2,899,000. 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 exceeded coverage in April 2018. Settled claims did not exceed coverage in FY 2019 or 2020.

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 $150,000) or in the event claim costs exceed a predetermined amount (125% of the expected annual claims amount). For the year ended September 30, 2020, the City had $5,197,709 in claims expense, including $355,592 in incurred but not reported claims and $1,250,437 in administrative costs recorded in the self-insurance fund. At September 30, 2020, the actuarially determined net loss reserve is $1,398,825. 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.

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Changes in the estimated accrued claims payable for both insurance funds in fiscal years 2020 and 2019 were as follows:

	2020	2019
Balance at beginning of year	$ 4,809,924	$ 4,720,650
Current year claims and changes in estimate	7,089,964	7,775,590
Claims payments	(7,602,063)	(7,686,316)
Balance at end of fiscal year	4,297,825	4,809,924
Less: amount due within one year	(2,444,825)	(2,426,924)
Noncurrent portion	$ 1,853,000	$ 2,383,000

There have been no significant reductions in insurance coverage during fiscal year 2020.

NOTE 9 - MAJOR CUSTOMERS

The City provides water for the U.S. Government to the U.S. Air Force, NASA, and two locations at Patrick Air Force Base. As all of those utility accounts are all receivable from the U.S. Government, the City's Water and Sewer System Fund considers the U.S. Government as its one major customer. Sales to this customer aggregated $4,066,746. At September 30, 2020, the amount due from this customer included in accounts receivable is $742,322.

NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS

A. Florida Retirement Systems

	FRS/HIS	Fire	Police	General	Total
Deferred Outflow	$ 6,766,997	$ 1,667,347	$ 1,319,315	$ -	$ 9,753,659
Deferred Inflow	(388,609)	(454,718)	(525,180)	(398,993)	(1,767,500)
Net Pension Liability	(21,309,257)	(8,768,033)	(2,599,835)	(1,655,380)	(34,332,505)
Pension Expense	$ 2,561,725	$ 150,960	$ 41,394	$ (793,141)	$ 1,960,938

The Florida Retirement System and the Health Insurance Subsidy are benefits under the Florida Retirement System plan and so, the two are combined in the chart above. The City has one OPEB plan for all employees. OPEB liability and expense is reflected in the Government-wide financial statements for governmental and proprietary activities.

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.

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A. Florida Retirement Systems *(Continued)*

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.

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% of their salary to the FRS Pension Plan. The employer's contribution rates as of September 30, 2020, were as follows:

	FRS	HIS
Regular Class	10.00%	1.66%
Special Risk Class	24.45%	1.66%
Senior Management Service Class	27.29%	1.66%
Elected Officials	49.18%	1.66%
DROP from FRS	16.98%	1.66%

The employer's contributions for the year ended September 30, 2020, were $1,202,820 to the FRS Defined Benefit Pension Plan and Defined Contribution Investment Plan and $265,189 to the HIS Program.

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A. Florida Retirement Systems *(Continued)*

Pension Liabilities and Pension Expense

In its financial statements for the year ended September 30, 2020, 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, 2020. 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	$ 15,690,345	$ 5,618,912
Proportion at:		
Current measurement date	0.0362%	0.0460%
Prior measurement date	0.0351%	0.0460%
Pension expense	$ 3,474,981	$ 597,600

Deferred Outflows/Inflows of Resources Related to Pensions

At September 30, 2020, 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	$ 600,501	$ -	$ 229,848	$ (4,335)
Changes of assumptions	2,840,452	-	604,193	(326,718)
Net difference between projected and actual earnings on pension plan investments	934,218	-	4,486	-
Changes in proportion and differences between City pension plan contributions and proportionate share of contributions	721,905	(57,557)	413,209	-
Employer contributions subsequent to the measurement date	352,526	-	65,660	-
Totals	$ 5,449,602	$ (57,557)	$ 1,317,396	$ (331,052)

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A. Florida Retirement Systems *(Continued)*

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
2021	$ 1,068,561	$ 257,285
2022	1,595,777	212,009
2023	1,345,082	133,122
2024	810,283	123,217
2025	219,816	112,799
Thereafter	-	82,252
Totals	$ 5,039,519	$ 920,684

Actuarial Assumptions

The total pension liability for each of the defined benefit plans was measured as of June 30, 2020. The total pension liability for the FRS and HIS Pension Plans was determined by an actuarial valuation dated July 1, 2020. The individual entry age normal actuarial cost method was used for each plan, along with the following significant actuarial assumptions:

	FRS	HIS
Inflation	2.40%	2.40%
Salary increases	3.25%	3.25%
Investment rate of return	6.80%	N/A
Discount rate	6.80%	2.21%

Mortality assumptions for both the FRS Pension Plan and the HIS Program were based off the PUB-2010 base table projected generationally with Scale MP-2018.

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.

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A. Florida Retirement Systems *(Continued)*

The following changes in key actuarial assumptions occurred in 2020:

FRS: The long-term expected rate of return was decreased from 6.90% to 6.80%.

HIS: The municipal bond rate used to determine total pension liability was decreased from 3.50% to 2.21%, and the mortality assumption was changed from the Generational RD-2000 with Projection Scale BB tables to the PUB-2010 base table, projected generationally with Scale MP-2018.

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	1.0%	2.2%	2.2%
Fixed income	19.0%	3.0%	2.9%
Global equity	54.2%	8.0%	..067
Real estate	10.3%	6.4%	5.8%
Private equity	11.1%	10.8%	8.1%
Strategic investments	4.4%	5.5%	5.3%
	100%		

Discount Rate

The discount rate used to measure the total pension liability for the FRS Pension Plan was 6.80%. The FRS Pension Plan's 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 2.21% 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.

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A. Florida Retirement Systems *(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% higher or 1% lower than the current discount rate:

	FRS			HIS		
	1% Decrease (5.80)%	Current Discount Rate (6.80)%	1% Increase (7.80)%	1% Decrease (1.21)%	Current Discount Rate (2.21)%	1% Increase (3.21)%
Employer's proportionate share of the net pension liability	$ 25,054,844	$ 15,690,345	$ 7,869,074	$ 6,495,211	$ 5,618,912	$ 4,901,663

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 retirement plan 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.

B. City-Provided – 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.

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B. City-Provided – Defined Benefit Plans *(Continued)*

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.

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 $185,915 and $112,427, 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 and 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.

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B. City-Provided – Defined Benefit Plans *(Continued)*

Plan Description

General Employees' Pension Plan	Police Officers' Pension Plan	Firefighters' Pension Plan
Plan Administration	*Plan Administration*	*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.	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.	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.

Plan membership as of October 1, 2019	General Employees' Pension Plan	Police Officers' Pension Plan	Firefighters' Pension Plan
Inactive Plan Members or Beneficiaries Currently Receiving Benefits	44	52	48
Inactive Plan Members Entitled to but Not Yet Receiving Benefits	-	10	5
Active Plan Members	1	62	38
Total Plan Members	45	124	91

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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.

B. City-Provided – Defined Benefit Plans *(Continued)*

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 the 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.

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.

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B. City-Provided – Defined Benefit Plans *(Continued)*

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.

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.

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B. City-Provided – Defined Benefit Plans *(Continued)*

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.

Investment Policy:
The following was the Board's adopted asset allocation policy as of September 30, 2020:

	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% or more of the Pension Plans' fiduciary net position.

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B. City-Provided – Defined Benefit Plans *(Continued)*

Rate of Return:

For the year ended September 30, 2020, the annual money-weighted rate of return on General Employees', Police Officers' and Firefighters' Pension Plan investments, net of pension plan investment expense, was 10.26%, 8.55% and 7.89%, respectively.

The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

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%.

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Net Pension Liability of the City:

The components of the net pension liability of the City on September 30, 2020 were as follows:

	General Employees' Pension Plan	Police Officers' Pension Plan	Firefighters' Pension Plan
Total Pension Liability	$ 16,083,678	$ 36,102,340	$ 30,887,593
Plan Fiduciary Net Position	(14,428,298)	(33,502,504)	(22,119,560)
City's Net Pension Liability	$ 1,655,380	$ 2,599,836	$ 8,768,033

B. City-Provided – Defined Benefit Plans *(Continued)*

Actuarial Assumptions:

The total pension liability was determined by an actuarial valuation as of October 1, 2019 updated to September 30, 2020 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	6.70%	7.50%	7.50%
Investment Rate of Return	6.70%	7.50%	7.50%

General Employees' Pension Plan	Police Officers' Pension Plan	Firefighters' Pension Plan
Mortality Rate Healthy Lives: Female: PubG.H-2010 (Above Median) for Healthy Retirees. Male: PubG.H-2010 for Healthy Retirees, set back one year Mortality Rate Disabled Lives: PubG.H-2010 for Disabled Retirees, set forward three years.	Mortality Rate Healthy Lives: Female: PubS.H-2010 (Below Median) for Employees, set forward one year. Male: PubS.H-2010 (Below Median) for Employees, set forward one year. Mortality Rate Disabled Lives: 80% PubG.H-2010 for Disabled Retirees / 20% PubS.H-2010 for Disabled Retirees	Mortality Rate Healthy Lives: Female: PubS.H-2010 (Below Median) for Employees, set forward one year. Male: PubS.H-2010 (Below Median) for Employees, set forward one year. Mortality Rate Disabled Lives: 80% PubG.H-2010 for Disabled Retirees / 20% PubS.H-2010 for Disabled Retirees
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.

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B. City-Provided – Defined Benefit Plans *(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, 2020 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%	8.50%	-
International Equity	8.50%	4.10%	3.32%
Broad Market Fixed Income	2.50%	-	-
Global Fixed Income	3.50%	-	-
Real Estate	4.50%	-	6.16%
Bonds	-	3.70%	-
Convertibles	-	7.90%	-
REITS	-	4.90%	-
Infrastructure	-	8.10%	-
Large Cap Equity	-	-	5.62%
Smid Cap Equity	-	-	6.79%
Fixed Income	-	-	2.68%
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 6.70%, 7.50% and 7.50%, 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.

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B. City-Provided – 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, 2019	$ 16,638,723	$ 13,957,588	$ 2,681,135
Changes for a Year:			
Service Cost	10,118	-	10,118
Interest	1,090,679	-	1,090,679
Differences between expected and actual experience	(649,539)	-	(649,539)
Changes of assumptions	212,596	-	212,596
Contributions - Employer	-	342,201	(342,201)
Contributions - Employee	-	1,101	(1,101)
Net Investment Income	-	1,408,014	(1,408,014)
Benefit payments, including refunds of employees contributions	(1,218,899)	(1,218,899)	-
Administrative expense	-	(61,707)	61,707
Net Changes	(555,045)	470,710	(1,025,755)
Balances at September 30, 2020	$ 16,083,678	$ 14,428,298	$ 1,655,380

Police Officers' Pension Plan	Increase (Decrease) Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)
Balances at September 30, 2019	$ 34,567,360	$ 31,345,463	$ 3,221,897
Changes for a Year:			
Service Cost	676,591	-	676,591
Interest	2,580,719	-	2,580,719
Differences between expected and actual experience	321,621	-	321,621
Changes of assumptions	(375,217)	-	(375,217)
Changes of benefit terms	-	-	-
Contributions - Employer	-	815,347	(815,347)
Contributions - State	-	185,915	(185,915)
Contributions - Employee	-	220,107	(220,107)
Net Investment Income	-	2,685,732	(2,685,732)
Benefit payments, including refunds of employees contributions	(1,668,734)	(1,668,734)	-
Administrative expense	-	(81,326)	81,326
Net Changes	1,534,980	2,157,041	(622,061)
Balances at September 30, 2020	$ 36,102,340	$ 33,502,504	$ 2,599,836

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B. City-Provided – Defined Benefit Plans *(Continued)*

Firefighters' Pension Plan	Increase (Decrease) Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)
Balances at September 30, 2019	$ 29,540,519	$ 20,497,106	9,043,413
Changes for a Year:			
Service Cost	550,549	-	550,549
Interest	2,223,242	-	2,223,242
Differences between Expected and Actual Experience	384,149	-	384,149
Changes of assumptions	(135,092)	-	(135,092)
Changes of benefit terms	-	-	-
Contributions - Employer	-	1,516,474	(1,516,474)
Contributions - State	-	112,427	(112,427)
Contributions - Employee	-	140,965	(140,965)
Net Investment Income	-	1,605,655	(1,605,655)
Benefit Payments, including Refunds of Employees Contributions	(1,675,774)	(1,675,774)	-
Administrative Expense	-	(77,293)	77,293
Net Changes	1,347,074	1,622,454	(275,380)
Balances at September 30, 2020	$ 30,887,593	$ 22,119,560	8,768,033

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 5.70%	Current Discount Rate 6.70%	1% Increase 7.70%
General Employees' Pension Plan	$ 3,288,706	$ 1,655,380	$ 280,760

Sponsor's Net Pension Liability	1% Decrease 6.50%	Current Discount Rate 7.50%	1% Increase 8.50%
Police Officers' Pension Plan	$ 7,229,780	$ 2,599,836	$ (1,196,616)

Sponsor's Net Pension Liability	1% Decrease 6.50%	Current Discount Rate 7.50%	1% Increase 8.50%
Firefighters' Pension Plan	$ 12,504,714	$ 8,768,033	$ 5,687,754

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B. City-Provided – Defined Benefit Plans *(Continued)*

Pension Plan Fiduciary Net Position

Detailed information about pension plan Fiduciary Net Position is available in a separately issued plan financial report for each pension plan.

For the year ended September 30, 2020, the pension expense recognized on the General Employees', Police Officers' and Firefighters' Pension Plans, was ($450,938), $1,042,656 and $1,779,861, respectively.

On September 30, 2020, the City reported deferred outflows of resources and deferred inflows 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	$ -	$ 398,993
Total General Employees' Pension Plan	-	398,993
Police Officers' Pension Plan		
Differences between expected and actual experience	718,504	225,008
Change of assumptions	341,604	300,172
Net difference between projected and actual earnings on pension plan investments	259,207	-
Total Police Officers' Pension Plan	1,319,315	525,180
Firefighters' Pension Plan		
Differences between expected and actual experience	755,748	277,256
Change of assumptions	632,760	177,462
Net difference between projected and actual earnings on pension plan investments	278,839	-
Total Firefighters' Pension Plan	1,667,347	454,718
Total deferred outflows and deferred inflows of resources related to pensions	$ 2,986,662	$ 1,378,891

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B. City-Provided – Defined Benefit Plans *(Continued)*

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
2021	$ (235,731)	$ 273,580	$ 328,850
2022	(91,353)	376,012	305,254
2023	26,244	226,192	416,076
2024	(98,153)	(81,649)	120,939
2025	-	-	41,510
Total	$ (398,993)	$ 794,135	$ 1,212,629

C. 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 2020, the Plan had no forfeitures. Employer contributions for 2020 totaled $36,906. At September 30, 2020, the remaining forfeiture balance from previous years was $-0-. The employee contributes 5% of their compensation. Employee contributions for 2020 totaled $15,387. Employees may also make voluntary contributions to the Plan. Total voluntary contributions made by the employees in the amount of $1,285 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, 2020, employer contributions were $1,547 and employee contributions were $1,098.

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D. Net Activity by Pension Plan

The pension trust funds' fiduciary net position activity as of September 30, 2020 was as follows:

	General Employees' Pension Plan	Police Officers' Pension Plan	Firefighters' Pension Plan	Defined Contribution Plans	Total
ASSETS					
Cash and cash equivalents	$ 69,747	$ 410,240	$ 1,315,815	$ -	$ 1,795,802
Investments at fair value:					
Equity funds	9,733,293	15,016,685	4,993,866	1,671,823	31,415,667
Blended mutual funds	-	-	-	181,766	181,766
Fixed income funds	618,472	7,907,009	-	362,531	8,888,012
Mortgage-backed securities	736,064	-	896,670	-	1,632,734
Corporate stock	-	4,927,504	9,621,085	-	14,548,589
Corporate bonds	951,212	2,220,098	1,527,104	-	4,698,414
Foreign equity funds	-	-	-	55,321	55,321
Government securities	306,911	-	696,675	-	1,003,586
US real estate investment fund	2,001,107	3,060,582	3,077,753	-	8,139,442
Accounts receivable	-	-	-	-	-
Interest receivable	11,492	15,948	21,534	-	48,974
Total assets	14,428,298	33,558,066	22,150,502	2,271,441	72,408,307
LIABILITIES					
Accounts payable	-	55,560	29,586	-	85,146
Deferred contributions	17,982	42,271	1,356	-	61,609
Total liabilities	17,982	97,831	30,942	-	146,755
NET POSITION					
Held in trust for pension benefits	$ 14,410,316	$ 33,460,235	$ 22,119,560	$ 2,271,441	$ 72,261,552

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E. Change in Fiduciary Net Position by Pension Plan

The pension trust funds' change in fiduciary net position activity as of September 30, 2020 was as follows:

	General Employees' Pension Plan	Police Officers' Pension Plan	Firefighters' Pension Plan	Defined Contribution Plans	Total
ADDITIONS					
Contributions:					
Employer contributions	$ 342,201	$ 815,347	$ 1,516,474	$ 38,453	$ 2,712,475
Employee contributions	1,101	220,107	140,965	16,485	378,658
Employee voluntary contributions	-	-	-	1,286	1,286
State contributions	-	185,915	112,427	-	298,342
Total contributions	343,302	1,221,369	1,769,866	56,224	3,390,761
Investment earnings:					
Net increase (decrease) in the fair value of investments	1,045,151	1,960,939	1,369,271	184,731	4,560,092
Interest and dividends	394,832	871,710	355,169	141,960	1,763,671
Total investment earnings	1,439,983	2,832,649	1,724,440	326,691	6,323,763
Less investment expense	(31,968)	(146,917)	(118,785)	(2,560)	(300,230)
Net investment earnings	1,408,015	2,685,732	1,605,655	324,131	6,023,533
Total additions	1,751,317	3,907,101	3,375,521	380,355	9,414,294
DEDUCTIONS					
Benefit payments	1,218,899	1,668,734	1,675,774	574,537	5,137,944
Administrative expenses	61,707	81,326	77,293	-	220,326
Total deductions	1,280,606	1,750,060	1,753,067	574,537	5,358,270
Change in net position	470,711	2,157,041	1,622,454	(194,182)	4,056,024
Net position, beginning of year	13,939,605	31,345,463	20,497,106	2,465,623	68,247,797
Net position, end of year	$ 14,410,316	$ 33,502,504	$ 22,119,560	$ 2,271,441	$ 72,303,821

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NOTE 11 - OTHER POST-EMPLOYMENT 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.

A. 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 148 retirees and spouses receiving benefits and has a total of 383 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.

B. 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, 2020, the City's contribution was $1,331,321, 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 $265,317 for spouses for the year ended September 30, 2020.

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C. Total OPEB Liability

The City's total OPEB liability of $39,132,262 was measured as of September 30, 2020 and was determined by an actuarial valuation as of September 30, 2018.

D. 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, 2019 actuarial valuation, the entry age normal actuarial cost method was used. The actuarial assumptions used for the September 30, 2019 calculations included a 3.83% investment rate of return (including inflation of 2.50%) and an annual healthcare cost trend rate of 6.5% assumed for the year beginning October 1, 2020, reduced by decrements to an ultimate rate of 4.64% in 2040. The discount rate utilized was 2.75%. 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.

E. Changes in Total OPEB Liability

Service Cost	$	858,707
Interest on the Total OPEB Liability		1,279,470
Changes of benefit terms		56,557
Difference between expected and actual experience of the Total OPEB Liability		
Changes of assumptions and other inputs		5,055,380
Benefit payments		(1,331,321)
Net change in Total OPEB Liability		5,918,793
Total OPEB Liability - Beginning		33,213,469
Total OPEB Liability - Ending	$	39,132,262

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Changes in assumptions reflect a change in the discount rate from 3.83% for the fiscal year ended September 30, 2019 to 2.75% for the fiscal year ended September 30, 2020.

F. Sensitivity Analysis

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

	Discount Rate		
	1% Decrease 1.75%	Current Discount Rate 2.75%	1% Increase 3.75%
Total OPEB liability	$ 44,829,492	$ 39,132,262	$ 34,359,431

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rates

	Healthcare Cost Trend Rate		
	1% Decrease 5.50%	Current Healthcare Cost Rate 6.50%	1% Increase 7.50%
Total OPEB liability	$ 33,747,701	$ 39,132,262	$ 46,391,621

G. Deferred Inflows of Resources/Deferred Outflows of Resources

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources

OPEB expense for the fiscal year ended September 30, 2020 was $2,415,966. On September 30, 2020, 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 Resource
Changes in assumptions	$ 4,362,862	$ 2,784,787
Differences between expected and actual experience	572,357	-
Transactions after measurement date	1,377,173	-
Totals	$ 6,312,392	$ 2,784,787

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NOTE 11 - OTHER POST-EMPLOYMENT BENEFITS *(Continued)*

G. Deferred Inflows of Resources/Deferred Outflows of Resources

Deferred Outflows/Inflows of Resources Schedule for Future Years

The amount of $1,377,173 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 2021. Other amounts reported as deferred inflows of resources and deferred outflows related to OPEB will be recognized in OPEB expense as follows:

Year Ending September 30,		
2021	$	221,232
2022		221,232
2023		221,232
2024		221,232
2025		428,785
Thereafter		836,719
Totals	$	2,150,432

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NOTE 12 - 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, 2020 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.

NOTE 13 - 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, 2023.

NOTE 14 - FUTURE 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.

In response to the COVID-19 global pandemic, the Governmental Accounting Standards Board (GASB) undertook a project to determine whether to delay the mandated implementation date of previously issued pronouncements. The GASB agreed to provide temporary relief to state and local governments by delaying the implementation of several pronouncements. Statement No. 95 "*Postponement of the Effective Dates of Certain Authoritative Guidance*" was issued to identify the pronouncements that are being delayed. It also provides details about the revised effective dates of those pronouncements.

The guidance most likely to have the most significant impact on the City's financial statements No. 87 "*Leases*". The revised effective date for this pronouncement and its related implementation guide is the period beginning after June 15, 2021. The objective of this guidance is to better meet the needs of financial statement users by improving accounting and financial reporting of leases by governments. Management will continue the process of determining what, if any, impact the implementation of the guidance will have on the City's financial statements.

GASB also delayed the effective date for several other pronouncements. Some of these are limited in scope or address topics that are not prevalent in the government environment. Management will continue the process of determining what, if any, impact the implementation of the guidance will have on the City's financial statements.

The pronouncements that the City will be evaluating include: *Statement 92: Omnibus 2020*

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NOTE 15 - SUBSEQUENT EVENT

On November 12, 2020, the City issued bonds in the amount of $13,606,000. This bond was a private placement bond in which proceeds from the bond were used to payoff the State of Florida revolving fund loan #s DW517010, DW517020, DW517030, DWS517040, DW517050, DWS517060, WWG12081202P and WW812030. The bond is payable from pledged revenues primarily comprised of net revenues of the Water and Sewer Utility System and is on parity with outstanding Water and Sewer bond #s Series 2018A-2, Series 2018B and Series 2018C.

On September 30, 2020, the US1 Community Redevelopment Agency sunsetted and ceased existence.

NOTE 16 - COVID-19

In December 2019, COVID-19 emerged and subsequently spread worldwide. The World Health Organization declared COVID-19 a pandemic resulting in federal, state and local governments and private entities mandating various restrictions, including travel restrictions, restrictions on public gatherings, stay at home orders and advisories, and quarantining of people who may have been exposed to the virus. At this point, COVID-19 has not severely affected the City's various revenue sources.

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REQUIRED SUPPLEMENTARY INFORMATION OTHER THAN MANAGEMENT'S DISCUSSION AND ANALYSIS

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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)

	2020	2019	2018	2017	2016	2015
City's proportion of the collective net pension liability	0.3620%	0.0351%	0.0339%	0.0329%	0.0290%	0.0309%
City's proportionate share of the collective net pension liability	$ 15,690,345	$ 12,093,584	$ 10,208,790	$ 9,723,144	$ 7,318,096	$ 3,984,745
City's covered payroll	$ 16,151,468	$ 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	97.15%	78.14%	69.23%	74.81%	56.12%	36.28%
Plan fiduciary net position as a percentage of the total pension liability	78.85%	82.61%	84.26%	83.89%	84.88%	92.00%

Health Insurance Subsidy (HIS)

	2020	2019	2018	2017	2016	2015
City's proportion of the collective net pension liability	0.0460%	0.0459%	0.0449%	0.0428%	0.0385%	0.0383%
City's proportionate share of the collective net pension liability	$ 5,618,912	$ 5,144,901	$ 4,744,957	$ 4,579,133	$ 4,490,228	$ 3,908,990
City's covered payroll	$ 16,151,468	$ 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	34.79%	33.24%	32.18%	35.23%	34.43%	35.59%
Plan fiduciary net position as a percentage of the total pension liability	3.00%	2.63%	2.15%	1.64%	0.97%	0.50%

*GASB 67 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. The City implemented GASB 68 for the fiscal year ended September 30, 2015.

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.

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City of Cocoa, Florida
Required Pension Supplementary Information - Schedule of Contributions
Florida Retirement System
Last Ten Fiscal Years*

	Florida Retirement System (FRS) 2020	2019	2018	2017	2016	2015
Contractually required contribution	$ 1,247,810	$ 1,135,700	$ 981,272	$ 883,954	$ 823,709	$ 824,677
Contributions in relation to the contractually required contribution	(1,247,810)	(1,135,700)	(981,272)	(883,954)	(823,709)	(824,677)
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -
City's covered payroll	$ 15,990,658	$ 15,868,536	$ 14,757,014	$ 13,532,920	$ 12,170,167	$ 10,982,455
Contributions as a percentage of covered payroll	7.80%	7.16%	6.65%	6.53%	6.77%	7.51%

	Health Insurance Subsidy (HIS) 2020	2019	2018	2017	2016	2015
Contractually required contribution	$ 262,719	$ 262,384	$ 242,596	$ 235,608	$ 216,473	$ 10,524
Contributions in relation to the contractually required contribution	(262,719)	(262,384)	(242,596)	(235,608)	(216,473)	(10,524)
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -
City's covered payroll	$ 15,990,658	$ 15,868,356	$ 14,757,014	$ 13,532,920	$ 12,170,167	$ 10,982,455
Contributions as a percentage of covered payroll	1.64%	1.65%	1.64%	1.74%	1.78%	0.10%

*GASB 67 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. The City implemented GASB 68 for the fiscal year ended September 30, 2015.

Note 1: Amounts are presented as of 9/30, the report date.

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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						
	2020	**2019**	**2018**	**2017**	**2016**	**2015**	**2014**
Total Pension Liability							
Service Cost	$ 10,118	$ 8,673	$ 16,218	$ 14,181	$ 29,795	$ 42,355	$ 47,142
Interest	1,090,679	1,146,191	1,180,886	1,249,866	1,188,448	1,212,220	1,212,422
Differences between Expected and Actual Experience	(649,539)	(449,972)	(353,443)	(810,338)	90,981	(148,809)	-
Changes of Assumptions	212,596	303,069	-	320,883	1,307,508	280,514	-
Benefit payments, including Refunds of Employee Contributions	(1,218,899)	(1,469,442)	(1,194,075)	(1,338,089)	(1,265,867)	(1,261,866)	(1,253,011)
Net Change in Total Pension Liability	(555,045)	(461,481)	(350,414)	(563,497)	1,350,865	124,414	6,553
Total Pension Liability - Beginning	16,638,723	17,100,204	17,450,618	18,014,115	16,663,250	16,538,836	16,532,283
Total Pension Liability - Ending (a)	16,083,678	16,638,723	17,100,204	17,450,618	18,014,115	16,663,250	16,538,836
Plan Fiduciary Net Position							
Contributions - Employer	342,201	540,614	585,825	622,133	651,442	711,229	789,489
Contributions - Employee	1,101	3,631	3,954	4,993	8,293	11,199	14,167
Net Investment Income	1,408,014	364,341	1,525,741	1,621,502	1,014,663	88,087	1,269,824
Benefit Payments, Including Refunds of Employee Contributions	(1,218,899)	(1,469,442)	(1,194,075)	(1,338,089)	(1,265,867)	(1,261,866)	(1,253,011)
Administrative Expense	(61,707)	(69,029)	(65,202)	(58,842)	(58,000)	(63,707)	(48,959)
Net Change in Plan Fiduciary Net Position	470,710	(629,885)	856,243	851,697	350,531	(515,058)	771,510
Plan Fiduciary Net Position - Beginning	13,957,588	14,587,473	13,731,230	12,879,533	12,529,002	13,044,060	12,272,550
Plan Fiduciary Net Position - Ending (b)	14,428,298	13,957,588	14,587,473	13,731,230	12,879,533	12,529,002	13,044,060
Net Pension Liability - Ending (a) - (b)	$ 1,655,380	$ 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	89.71%	83.89%	85.31%	78.69%	71.50%	75.19%	78.87%
Covered Payroll	$ 22,014	$ 79,071	$ 79,071	$ 99,870	$ 165,865	$ 360,114	$ 282,176
Net Pension Liability as a Percentage of Covered Payroll	7519.67%	3390.79%	3177.82%	3724.23%	3095.64%	1148.04%	1238.51%

*GASB 67 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.

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.

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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						
	2020	**2019**	**2018**	**2017**	**2016**	**2015**	**2014**
Total Pension Liability							
Service Cost	$ 676,591	$ 622,141	$ 674,529	$ 635,256	$ 618,297	$ 618,844	$ 674,987
Interest	2,580,719	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	321,621	768,679	(562,521)	153,793	(374,962)	(513,866)	-
Changes of Assumptions	(375,217)	-	854,009	-	1,036,841	-	-
Contributions - Buy Back	-	-	-	-	10,045	6,362	-
Benefit Payments, Including Refund of Employee Contributions	(1,668,734)	(1,688,734)	(1,750,601)	(2,040,254)	(1,964,221)	(1,414,928)	(958,641)
Net Change in Total Pension Liability	1,534,980	2,119,043	1,970,870	1,070,557	1,527,265	(169,787)	1,806,063
Total Pension Liability - Beginning	34,567,360	32,448,317	30,477,447	29,406,890	27,879,625	28,049,412	26,243,349
Total Pension Liability - Ending (a)	36,102,340	34,567,360	32,448,317	30,477,447	29,406,890	27,879,625	28,049,412
Plan Fiduciary Net Position							
Contributions - Employer	815,347	867,341	829,616	586,260	943,008	1,052,280	1,247,515
Contributions - State	185,915	182,386	171,608	154,134	146,531	135,036	137,207
Contributions - Employee	220,107	212,363	208,055	195,078	206,653	197,582	188,931
Contributions - Buy Back	-	-	-	-	10,045	6,362	-
Net Investment Income	2,685,732	1,488,348	1,849,653	2,676,958	2,337,754	(751,053)	2,455,052
Benefit Payments, Including Refunds of Employee Contributions	(1,668,734)	(1,688,734)	(1,750,601)	(2,040,254)	(1,964,221)	(1,414,928)	(958,641)
Administrative Expense	(81,326)	(95,675)	(80,644)	(65,640)	(68,661)	(70,689)	(64,627)
Net Change in Plan Fiduciary Net Position	2,157,041	966,029	1,227,687	1,506,536	1,611,109	(845,410)	3,005,437
Plan Fiduciary Net Position - Beginning	31,345,463	30,379,434	29,151,747	27,645,211	26,034,102	26,879,512	23,874,075
Plan Fiduciary Net Position - Ending (b)	33,502,504	31,345,463	30,379,434	29,151,747	27,645,211	26,034,102	26,879,512
Net Pension Liability - Ending (a) - (b)	$ 2,599,836	$ 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	92.80%	90.68%	93.62%	95.65%	94.01%	93.38%	95.83%
Covered Payroll	$ 3,386,265	$ 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	76.78%	98.62%	64.64%	44.17%	55.41%	50.46%	40.25%

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* 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						
	2020	**2019**	**2018**	**2017**	**2016**	**2015**	**2014**
Total Pension Liability							
Service Cost	$ 550,549	$ 485,600	$ 517,114	$ 497,902	$ 437,785	$ 428,719	$ 433,714
Interest	2,223,242	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	384,149	(415,884)	556,795	786,130	494,099	7,133	-
Changes of Assumptions	(135,092)	949,138	(129,772)	-	1,122,630	-	-
Benefit Payments, Including Refund of Employee Contributions	(1,675,774)	(1,771,291)	(1,539,253)	(1,464,836)	(2,077,311)	(1,309,918)	(1,352,119)
Net Change in Total Pension Liability	1,347,074	1,454,892	1,510,679	1,783,732	1,770,769	(232,209)	848,110
Total Pension Liability - Beginning	29,540,519	28,085,627	26,574,948	24,791,216	23,020,447	23,252,656	22,404,546
Total Pension Liability - Ending (a)	30,887,593	29,540,519	28,085,627	26,574,948	24,791,216	23,020,447	23,252,656
Plan Fiduciary Net Position							
Contributions - Employer	1,516,474	1,351,865	1,279,709	1,306,976	1,391,074	1,442,906	1,720,919
Contributions - State	112,427	105,146	109,866	130,749	115,233	128,299	129,468
Contributions - Employee	140,965	143,125	142,644	146,845	152,199	140,228	134,687
Net Investment Income	1,605,655	472,802	2,019,990	1,977,411	1,340,094	(79,330)	1,370,989
Benefit Payments, Including Refunds of Employee Contributions	(1,675,774)	(1,771,291)	(1,539,253)	(1,464,836)	(2,077,311)	(1,309,918)	(1,352,119)
Administrative Expense	(77,293)	(100,198)	(88,571)	(63,579)	(84,495)	(95,930)	(56,334)
Net Change in Plan Fiduciary Net Position	1,622,454	201,449	1,924,385	2,033,566	836,794	226,255	1,947,610
Plan Fiduciary Net Position - Beginning	20,497,106	20,295,657	18,371,272	16,337,706	15,500,912	15,274,657	13,327,047
Plan Fiduciary Net Position - Ending (b)	22,119,560	20,497,106	20,295,657	18,371,272	16,337,706	15,500,912	15,274,657
Net Pension Liability - Ending (a) - (b)	$ 8,768,033	$ 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	71.61%	69.39%	72.26%	69.13%	65.90%	67.34%	65.69%
Covered Payroll	$ 2,168,687	$ 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	404.30%	410.71%	354.97%	363.13%	361.02%	333.14%	385.02%

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* 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 Supplementary Information - Schedule of Contributions
Last Ten Fiscal Years*

	2020	2019	2018	2017	2016	2015	2014
General Employees' Pension Plan							
Actuarially Determined Contribution	$ 342,201	$ 522,632	$ 585,687	$ 622,133	$ 651,442	$ 711,229	$ 789,489
Contributions in Relation to the Actuarially Determined Contributions	(342,201)	(540,614)	(585,825)	(622,133)	(651,442)	(711,229)	(789,489)
Contribution Deficiency (Excess)	$ -	$ (17,982)	$ (138)	$ -	$ -	$ -	$ -
Covered Payroll	$ 22,014	$ 79,071	$ 79,071	$ 99,870	$ 165,865	$ 360,114	$ 282,176
Contributions as a Percentage of Covered Payroll	1554.47%	660.97%	740.71%	622.94%	392.75%	197.50%	279.79%
Police Officers' Pension Plan							
Actuarially Determined Contribution	$ 958,990	$ 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	(1,001,262)	(1,049,727)	(1,001,224)	(740,394)	(1,089,539)	(1,187,316)	(1,384,722)
Contribution Deficiency (Excess)	$ (42,272)	$ -	$ -	$ -	$ -	$ -	$ -
Covered Employee Payroll	$ 3,386,265	$ 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	29.57%	32.13%	31.28%	24.67%	34.27%	32.46%	47.64%
Firefighters' Pension Plan							
Actuarially Determined Contribution	$ 1,628,901	$ 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	(1,628,901)	(1,457,011)	(1,389,575)	(1,437,725)	(1,506,307)	(1,571,205)	(1,815,579)
Contribution Deficiency (Excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Covered Payroll	$ 2,168,687	$ 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	75.11%	66.17%	63.32%	63.64%	64.33%	69.61%	87.62%

* GASB 67 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. The City implemented GASB 67 for the fiscal year ended September 30, 2014.

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.

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City of Cocoa, Florida
Required Other Pension Supplementary Information - Notes to Schedule

Notes to Schedule

Valuation Date: 10/01/2018

Actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fisal year in which contirbutions are reported.

Methods and assumptions used to determine contribution rates:

GENERAL EMPLOYEES' PENSION PLAN

Valuation Date:	10/01/2018
Mortality	*Healthy Lives:* Female: PubG.H-2010 (Above Median) for Healthy Retirees. Male: PubG.H-2010 for Healthy Retirees, set back one year. *Beneficiary Lives:* Female: PubG.H-2010 for Healthy Retirees. Male: PubG.H-2010 (Above Median) for Healthy Retirees, set back one year. *Disabled Lives:* Female: PubG.H-2010 for Disabled Retirees, set forward three years. Male: PubG.H-2010 for Disabled Retirees, set forward three years.
Interest Rate	6.70% per year compounded annually, net of investment related expenses.
Retirement Age	Age 50 and 25 years of Credited Service, or age 57 (age 57 and 10 years of service if hired after 3/31/94).
Early Retirement	Age 55 and 10 years of credited service.
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. An interest load equal to 1 year has been applied for determination of required sponsor contributions.
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	The Plan has no active members therefore termination and disability rates do not apply.

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POLICE OFFICERS' PENSION PLAN

Valuation Date:	10/01/2018
Mortality	*Healthy Lives:* Female: PubS.H-2010 (Below Median) for Employees, set forward one year. Male: PubS.H-2010 (Below Median) for Employees, set forward one year. *Beneficiary Lives:* Female: PubG.H-2010 for Healthy Retirees. Male: PubG.H-2010 for Healthy Retirees. *Disabled Lives:* Female: 80% PubG.H-2010 for Disabled Retirees / 20% Pub S.H-2010 for Disabled Retirees. Male: 80% PubG.H-2010 for Disabled Retirees / 20% Pub S.H-2010 for Disabled Retirees.
Interest Rate	7.50% per year compounded annually, net of investment related expenses.
Retirement Age	Earlier of: 1) Age 50 with 10 years of Credited Service, or 2) 25 years of Credited Service, regardless of age.
Salary Increases	6.5% for 0 years of service, 4.5% for 1 to 5 years of service, 4.0% for 6 or more years of service.
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 using the historical 4-year geometric average of Market Value Returns, net of fees. Over time, this may result in a de minimis bias that is above or below the Market Value of Assets.

Termination and Disability Rate Table

Years of Service / Age	% Terminating During the Year	% Becoming Disabled During the Year
0-1 / 20	17.0%	0.140%
2 / 30	10.0%	0.180%
3-19 / 40	4.0%	0.300%
20+ / 50	0.0%	1.000%
N/A / 60+	N/A	2.090%

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FIRE FIGHTERS' PENSION PLAN

Valuation Date:	10/01/2018
Mortality	*Healthy Lives:* Female: PubS.H-2010 (Below Median) for Employees, set forward one year. Male: PubS.H-2010 (Below Median) for Employees, set forward one year. *Beneficiary Lives:* Female: PubG.H-2010 for Healthy Retirees. Male: PubG.H-2010 for Healthy Retirees set back one year. *Disabled Lives:* Female: 80% PubG.H-2010 for Disabled Retirees / 20% PubS.H-2010 for Disabled Retirees. Male: 80% PubG.H-2010 for Disabled Retirees / 20% PubS.H-2010 for Disabled Retirees.
Interest Rate	7.50% per year compounded annually, net of investment related expenses.
Retirement Age	Earlier of age 52 or the completion of 25 years of Credited Service if hired prior to 01/01/1999. Earlier of age 52 with 10 years of service or the completion of 25 years of Credited Service if hired between 01/01/1999 and 11/08/2015. Earlier of age 55 with 10 years of service or the completion of 25 years of Credited Service if hired after 11/08/2015.
Salary Increases	10.0% for 0 years of service, 5.0% for 1-9 years of service, 4.5% for 10-14 years of service, 4.0% for 15 or more years of service.
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 using the historical 4-year geometric average of Market Value Returns, net of fees. Over time, this may result in a de minimis bias that is above or below the Market Value of Assets.

Termination and Disability Rate Table Years of Service / Age	% Terminating During the Year	% Becoming Disabled During the Year
0-2 / 20	7.0%	0.180%
3+ / 30	0.0%	0.230%
N/A / 40	N/A	0.380%
N/A / 50	N/A	1.250%
N/A / 60+	N/A	2.610%

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City of Cocoa, Florida
Required Other Pension Supplementary Information - Schedule of Investment Returns
Last Ten Fiscal Years*

	2020	2019	2018	2017	2016	2015	2014
Annual Money-Weighted Rate of Return Net of Investment Expense							
General Employees' Pension Plan	10.26%	2.59%	11.42%	13.04%	8.39%	0.69%	10.60%
Police Officers' Pension Plan	8.55%	4.93%	6.41%	9.83%	9.11%	-2.80%	10.27%
Firefighters' Pension Plan	7.89%	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. GASB 67 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.

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City of Cocoa, Florida
Schedule of Changes in the City's Total OPEB Liability and Related Ratios
Last Ten Fiscal Years*

	2020	2019	2018
Total OPEB Liability			
Service Cost	$ 858,707	$ 950,505	$ 1,007,663
Interest on the Total OPEB Liability	1,279,470	1,197,534	1,092,025
Changes in benefit terms	56,557	(12,150)	-
Difference between expected and actual experience of the Total OPEB Liability	-	788,341	-
Changes of assumptions and other inputs	5,055,380	(2,334,802)	(1,867,983)
Benefit payments	(1,331,321)	(1,281,410)	(1,090,399)
Net Change in Total OPEB Liability	5,918,793	(691,982)	(858,694)
Total OPEB Liability (Beginning)	33,213,469	33,905,451	34,764,145
Total OPEB Liability (Ending)	$ 39,132,262	$ 33,213,469	$ 33,905,451
Covered Employee Payroll at Measurement Period	$ 22,758,924	$ 21,560,496	$ 21,096,736
Total OPEB Liability as a Percentage of Covered Employee Payroll	171.94%	154.05%	160.71%

* GASB Statement No. 75 was implemented during the Fiscal Year 2018. GASB 75 requires information for 10 years. However, until a full 10-year trend is compiled, the City is only presenting information for the years for which information is available.

The discount rate was changed from 2.75% as of the beginning of the measurement period to 3.5% as of September 30, 2019.

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City of Cocoa, Florida
Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - General Fund
Year Ended September 30, 2020

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues:				
Taxes	$ 9,519,925	$ 9,519,925	$ 9,677,404	$ 157,479
Special Assessments	2,774,000	2,774,000	2,721,693	(52,307)
Licenses and permits	1,792,282	1,792,282	1,963,338	171,056
Intergovernmental	2,501,724	2,830,086	2,875,551	45,465
Charges for services	12,292,301	12,148,731	12,117,136	(31,595)
Fines and forfeitures	20,930	20,930	17,230	(3,700)
Investment earnings	85,000	85,000	255,758	170,758
Miscellaneous (including investment earnings)	756,371	610,096	1,217,982	607,886
Total revenues	29,742,533	29,781,050	30,846,092	1,065,042
Expenditures:				
Category:				
City council:				
Personal services	104,142	104,142	102,675	1,467
Operating expenditures	81,799	81,799	46,833	34,966
	185,941	185,941	149,508	36,433
City manager:				
Personal services	735,378	963,900	815,008	148,892
Operating expenditures	65,990	89,423	55,858	33,565
	801,368	1,053,323	870,866	182,457
Information technology:				
Personal services	722,440	730,951	718,433	12,518
Operating expenditures	1,424,565	1,242,424	1,121,813	120,611
Capital outlay	120,000	196,450	136,016	60,434
	2,267,005	2,169,825	1,976,262	193,563
General accounting:				
Personal services	1,173,548	1,173,548	1,081,989	91,559
Operating expenditures	24,795	20,895	18,014	2,881
	1,198,343	1,194,443	1,100,003	94,440
Purchasing:				
Personal services	254,875	254,862	227,109	27,753
Operating expenditures	5,636	4,949	1,936	3,013
	260,511	259,811	229,045	30,766
Utility accounting:				
Personal services	1,330,744	1,330,744	1,280,800	49,944
Operating expenditures	737,752	720,252	619,831	100,421
Capital outlay	41,127	56,127	-	56,127
	2,109,623	2,107,123	1,900,631	206,492
General operations:				
Personal services	961,969	813,672	1,107,096	(293,424)
Operating expenditures	2,080,622	1,913,056	1,584,687	328,369
Aid to government agencies	1,180,794	1,180,794	1,085,094	95,700
	4,223,385	3,907,522	3,776,877	130,645
Emergency disaster:				
Operating expenditures	5,760	221,457	221,455	2
Capital outlay	-	54,740	54,740	-
	5,760	276,197	276,195	2
Human resources:				
Personal services	641,079	638,490	504,197	134,293
Operating expenditures	19,963	19,963	16,704	3,259
	661,042	658,453	520,901	137,552
City clerk:				
Personal services	230,882	230,882	216,314	14,568
Operating expenditures	33,330	33,330	22,722	10,608
	264,212	264,212	239,036	25,176

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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, 2020

	Original Budget	Final Budget	Actual	Variance with Final Budget
Expenditures:				
Category:				
Community services administration:				
Personal services	1,000,803	967,632	941,679	25,953
Operating expenditures	154,559	280,959	217,867	63,092
Capital outlay	26,800	26,800	26,046	754
	1,182,162	1,275,391	1,185,592	89,799
Fleet maintenance:				
Personal services	535,430	534,430	510,889	23,541
Operating expenditures	164,985	176,393	173,519	2,874
Capital outlay	6,700	6,100	6,035	65
	707,115	716,923	690,443	26,480
Facility management:				
Personal services	650,131	653,716	602,815	50,901
Operating expenditures	763,820	696,887	527,870	169,017
Capital outlay	28,500	73,717	73,717	-
	1,442,451	1,424,320	1,204,402	219,918
Total General Government	15,308,918	15,493,484	14,119,761	1,373,723
Police administration:				
Personal services	7,230,950	7,202,530	6,797,265	405,265
Operating expenditures	955,382	1,070,949	870,171	200,778
Capital outlay	300,747	298,366	241,334	57,032
	8,487,079	8,571,845	7,908,770	663,075
Police communications:				
Personal services	1,216,476	1,244,896	1,112,317	132,579
Operating expenditures	119,879	116,366	85,544	30,822
	1,336,355	1,361,262	1,197,861	163,401
Police code enforcement:				
Personal services	346,406	346,406	320,850	25,556
Operating expenditures	47,155	47,521	33,201	14,320
Capital outlay	68,910	69,141	69,141	-
	462,471	463,068	423,192	39,876
Fire department administration:				
Personal services	583,775	635,953	550,481	85,472
Operating expenditures	39,602	85,191	66,498	18,693
	623,377	721,144	616,979	104,165
Fire department operations:				
Personal services	5,063,881	4,973,336	4,852,457	120,879
Operating expenditures	717,935	708,713	670,127	38,586
Capital outlay	32,105	48,646	48,646	-
	5,813,921	5,730,695	5,571,230	159,465
Total Public Safety	16,723,203	16,848,014	15,718,032	1,129,982

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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, 2020

	Original Budget	Final Budget	Actual	Variance with Final Budget
Expenditures:				
Category:				
Leisure services:				
Personal services	342,218	342,218	313,532	28,686
Operating expenditures	57,334	57,334	23,133	34,201
	399,552	399,552	336,665	62,887
Parks and beautification:				
Personal services	770,276	791,895	701,134	90,761
Operating expenditures	308,822	384,845	288,556	96,289
Capital outlay	15,000	52,500	49,310	3,190
	1,094,098	1,229,240	1,039,000	190,240
Total Recreation	1,493,650	1,628,792	1,375,665	253,127
Economic development:				
Personal services	79,344	79,344	59,317	20,027
Operating expenditures	63,357	108,257	90,934	17,323
Aid to government agencies	-	58,219	3,478	54,741
	142,701	245,820	153,729	92,091
Total Economic Development	142,701	245,820	153,729	92,091
Public works administration:				
Personal services	332,915	283,915	268,052	15,863
Operating expenditures	15,537	17,445	17,046	399
Capital outlay	27,000	27,000	26,810	190
	375,452	328,360	311,908	16,452
Sanitation:				
Operating expenditures	1,938,500	2,043,210	2,033,980	9,230
	1,938,500	2,043,210	2,033,980	9,230
Capital projects management:				
Personal services	159,710	159,710	157,590	2,120
Operating expenditures	29,515	29,515	16,944	12,571
	189,225	189,225	174,534	14,691
Total Physical Environment	2,503,177	2,560,795	2,520,422	40,373
Street management:				
Personal services	491,325	309,549	248,332	61,217
Operating expenditures	1,554,406	1,399,099	1,013,874	385,225
Capital outlay	31,000	270,029	521,842	(251,813)
	2,076,731	1,978,677	1,784,048	194,629
Total Transportation	2,076,731	1,978,677	1,784,048	194,629
Total expenditures	38,248,380	38,755,582	35,671,657	3,083,925
Excess (deficiency) of revenues over (under) expenditures	(8,505,847)	(8,974,532)	(4,825,565)	4,148,967
Other Financing Sources (Uses):				
Transfers in	8,466,231	8,703,545	8,703,563	18
Transfers out	(1,783,246)	(2,031,203)	(2,031,202)	1
Proceeds from sales of capital assets	-	-	36,113	36,113
Net other financing sources (uses)	6,682,985	6,672,342	6,708,474	36,132
Net change in fund balance	(1,822,862)	(2,302,190)	1,882,909	4,185,099
Fund balances, beginning of year	25,601,631	25,601,631	25,601,631	-
Fund balances, end of year	$ 23,778,769	$ 23,299,441	$ 27,484,540	$ 4,185,099

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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, 2020

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues:				
Intergovernmental	$ 1,348,257	$ 1,348,257	$ 1,302,670	$ (45,587)
Investment earnings	-	-	14,036	14,036
Miscellaneous	39,027	39,027	39,027	-
Total revenues	1,387,284	1,387,284	1,355,733	(31,551)
Expenditures:				
Economic development	7,265,700	8,018,351	273,092	7,745,259
Capital outlay	410,000	483,815	182,392	301,423
Total expenditures	7,675,700	8,502,166	455,484	8,046,682
Excess (deficiency) of revenues over (under) expenditures	(6,288,416)	(7,114,882)	900,249	8,015,131
Transfers out	(348,884)	-	(736,669)	(736,669)
Debt issuance	6,487,300	6,487,300	-	(6,487,300)
Other financing sources	6,138,416	6,487,300	(736,669)	(7,223,969)
Net change in fund balance	(150,000)	(627,582)	163,580	791,162
Fund balances, beginning of year	1,791,264	1,791,264	1,791,264	-
Fund balances, end of year	$ 1,641,264	$ 1,163,682	$ 1,954,844	$ 791,162

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The accompanying note to required supplementary information is an integral part of this schedule.

CITY OF COCOA, FLORIDA

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

September 30, 2020

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 Fund – This fund is used to account for police confiscated funds.

Police Special Education Fund– 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.

Federal Forfeiture Fund - This fund is used to account for funds receved from the fedeeral government through settled federal police cases.

Debt service fund – This fund is used to account for the servicing of general long-term debt not being financed by proprietary funds.

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City of Cocoa, Florida
Combining Balance Sheet - Nonmajor Governmental Funds
September 30, 2020

	Special Revenue			
	Community Development Block Grant	Brevard County Home Program	Cocoa Housing Assistance Trust Fund	Loan Guarantee
Assets:				
Cash and cash equivalents	$ 228,121	$ 242,620	$ 71,338	$ 1
Investments	-	-	-	-
Due from other governments	195,499	-	-	-
Total assets	$ 423,620	$ 242,620	$ 71,338	$ 1
Liabilities:				
Accounts payable	765	-	13,146	-
Accrued payroll and related liabilities	762	190	-	-
Due to other governments	135	-	-	-
Escrow deposits	-	-	-	-
Total liabilities	1,662	190	13,146	-
Fund Balances:				
Restricted	421,958	242,430	58,192	1
Total fund balances (deficits)	421,958	242,430	58,192	1
Total liabilities and fund balances (deficits)	$ 423,620	$ 242,620	$ 71,338	$ 1

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Special Revenue			Debt Service	
Police Confiscated Funds	Police Special Education	Federal Forfeiture	Debt Service	Total Nonmajor Governmental Funds
$ 54,783	$ 30,840	$ 3,342	$ 280,307	$ 911,352
-	-	-	351,486	351,486
-	176	-	-	195,675
$ 54,783	$ 31,016	$ 3,342	$ 631,793	$ 1,458,513
-	-	-	939	14,850
-	-	-	-	952
-	-	-	-	135
25,877	-	-	-	25,877
25,877	-	-	939	41,814
28,906	31,016	3,342	630,854	1,416,699
28,906	31,016	3,342	630,854	1,416,699
$ 54,783	$ 31,016	$ 3,342	$ 631,793	$ 1,458,513

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City of Cocoa, Florida
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Nonmajor Governmental Funds
Year Ended September 30, 2020

	Special Revenue			
	Community Development Block Grant	Brevard County Home Program	Cocoa Housing Assistance Trust Fund	Loan Guarantee
Revenues				
Intergovernmental	$ 351,825	$ 28,975	$ 35,299	$ -
Fines and forfeitures	-	-	-	-
Investment earnings	52	1,531	233	-
Miscellaneous	28,573	-	-	-
Total revenues	380,450	30,506	35,532	-
Expenditures				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
Economic development	95,236	146,386	11,467	140
Capital outlay	285,705	-	-	827,702
Debt service:				
Principal	-	-	-	-
Interest	-	-	-	344
Other Debt Service	-	-	-	19,936
Total expenditures	380,941	146,386	11,467	848,122
Excess (deficiency) of revenues over (under) expenditures	(491)	(115,880)	24,065	(848,122)
Other Financing Sources				
Transfers in	-	-	-	20,421
Transfers out	(484)	-	-	-
Debt issuance	-	-	-	894,000
Total other financing sources	(484)	-	-	914,421
Net change in fund balances	(975)	(115,880)	24,065	66,299
Fund balances, beginning of year	422,933	358,310	34,127	(66,298)
Fund balances (deficit), end of year	$ 421,958	$ 242,430	$ 58,192	$ 1

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Special Revenue			Debt Service	
Police Confiscated Funds	Police Special Education	Federal Forfeiture	Debt Service	Total Nonmajor Governmental Funds
$ -	$ -	$ -	$ -	$ 416,099
-	3,794	-	-	3,794
497	123	-	9,517	11,953
-	-	-	-	28,573
497	3,917	-	9,517	460,419
-	-	-	45	45
7,094	1,797	-	-	8,891
-	-	-	-	253,229
58,622	-	-	-	1,172,029
-	-	-	1,105,000	1,105,000
-	-	-	645,335	645,679
-	-	-	-	19,936
65,716	1,797	-	1,750,380	3,204,809
(65,219)	2,120	-	(1,740,863)	(2,744,390)
-	-	3,342	1,783,245	1,807,008
(3,342)	-	-	-	(3,826)
-	-	-	-	894,000
(3,342)	-	3,342	1,783,245	2,697,182
(68,561)	2,120	3,342	42,382	(47,208)
97,467	28,896	-	588,472	1,463,907
$ 28,906	$ 31,016	$ 3,342	$ 630,854	$ 1,416,699

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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, 2020

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues:				
Intergovernmental	$ 226,797	$ 330,149	$ 351,825	$ 21,676
Investment earnings	-	-	52	52
Miscellaneous	-	-	28,573	28,573
Total revenues	226,797	330,149	380,450	50,301
Expenditures:				
Economic development	233,136	336,004	95,236	240,768
Capital outlay	-	285,706	285,705	1
Total expenditures	233,136	621,710	380,941	240,769
Excess (deficiency) of revenues over (under) expenditures	(6,339)	(291,561)	(491)	291,070
Other Financing Sources:				
Transfers out	-	(484)	(484)	-
Net other financing sources	-	(484)	(484)	-
Net change in fund balance	(6,339)	(292,045)	(975)	291,070
Fund balances, beginning of year	422,933	422,933	422,933	-
Fund balances, end of year	$ 416,594	$ 130,888	$ 421,958	$ 291,070

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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, 2020

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues:				
Intergovernmental	$ 192,066	$ 192,066	$ 28,975	$ (163,091)
Investment earnings	-	-	1,531	1,531
Total revenues	192,066	192,066	30,506	(161,560)
Expenditures:				
Economic development	502,345	906,208	146,386	759,822
Total expenditures	502,345	906,208	146,386	759,822
Excess (deficiency) of revenues over (under) expenditures	(310,279)	(714,142)	(115,880)	598,262
Net change in fund balance	(310,279)	(714,142)	(115,880)	598,262
Fund balances, beginning of year	358,310	358,310	358,310	-
Fund balances, end of year	$ 48,031	$ (355,832)	$ 242,430	$ 598,262

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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, 2020

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues:				
Intergovernmental	$ 43,074	$ 43,074	$ 35,299	$ (7,775)
Investment earnings	-	-	233	233
Total revenues	43,074	43,074	35,532	(7,542)
Expenditures:				
Economic development	43,074	43,074	11,467	31,607
Total expenditures	43,074	43,074	11,467	31,607
Excess (deficiency) of revenues over (under) expenditures	-	-	24,065	24,065
Net change in fund balance	-	-	24,065	24,065
Fund balances, beginning of year	34,127	34,127	34,127	-
Fund balances, end of year	$ 34,127	$ 34,127	$ 58,192	$ 24,065

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City of Cocoa, Florida
Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual - Loan Guarantee Fund
Year Ended September 30, 2020

	Original Budget	Final Budget	Actual	Variance with Final Budget
Expenditures:				
Economic development	$ -	$ 140	$ 140	$ -
Capital outlay	-	827,702	827,702	-
Interest	-	344	344	-
Other Debt Service	-	19,937	19,936	1
Total expenditures	-	848,123	848,122	1
Excess (deficiency) of revenues over (under) expenditures	-	(848,123)	(848,122)	1
Other Financing Sources:				
Transfers in	-	20,421	20,421	-
Debt issuance	-	894,000	894,000	-
Net other financing sources	-	914,421	914,421	-
Net change in fund balance	-	66,298	66,299	1
Fund balances, beginning of year	(66,298)	(66,298)	(66,298)	-
Fund balances, end of year	$ (66,298)	$ -	$ 1	$ 1

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City of Cocoa, Florida
Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual - Police Confiscated Funds
Year Ended September 30, 2020

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues:				
Investment earnings	$ -	$ -	$ 497	$ 497
Total revenues	-	-	497	497
Expenditures:				
Public safety	-	15,225	7,094	8,131
Capital outlay	-	59,622	58,622	1,000
Total expenditures	-	74,847	65,716	9,131
Excess (deficiency) of revenues over (under) expenditures	-	(74,847)	(65,219)	9,628
Other Financing Sources:				
Transfers out	-	-	(3,342)	(3,342)
Net other financing sources	-	-	(3,342)	(3,342)
Net change in fund balance	-	(74,847)	(68,561)	6,286
Fund balances, beginning of year	97,467	97,467	97,467	-
Fund balances, end of year	$ 97,467	$ 22,620	$ 28,906	$ 6,286

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City of Cocoa, Florida
Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual - Police Special Education Fund
Year Ended September 30, 2020

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues:				
Fines and forfeitures	$ 4,500	$ 4,500	$ 3,794	$ (706)
Investment earnings	-	-	123	123
Total revenues	4,500	4,500	3,917	(583)
Expenditures:				
Public safety	4,500	4,500	1,797	2,703
Total expenditures	4,500	4,500	1,797	2,703
Excess (deficiency) of revenues over (under) expenditures	-	-	2,120	2,120
Net change in fund balance	-	-	2,120	2,120
Fund balances, beginning of year	28,896	28,896	28,896	-
Fund balances, end of year	$ 28,896	$ 28,896	$ 31,016	$ 2,120

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City of Cocoa, Florida
Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual - Federal Forfeiture
Year Ended September 30, 2020

	Original Budget	Final Budget	Actual	Variance with Final Budget
Other Financing Sources:				
Transfers in	$ -	$ -	$ 3,342	$ 3,342
Net other financing sources	-	-	3,342	3,342
Net change in fund balance	-	-	3,342	3,342
Fund balances, beginning of year	-	-	-	-
Fund balances, end of year	$ -	$ -	$ 3,342	$ 3,342

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City of Cocoa, Florida
Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - Debt Service Fund
Year Ended September 30, 2020

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues:				
Investment earnings	$ -	$ -	$ 9,517	$ 9,517
Total revenues	-	-	9,517	9,517
Expenditures:				
General government	-	-	45	(45)
Public safety	-	32,910	-	32,910
Principal	1,137,910	1,105,000	1,105,000	-
Interest	645,336	645,336	645,335	1
Total expenditures	1,783,246	1,783,246	1,750,380	32,866
Excess (deficiency) of revenues over (under) expenditures	(1,783,246)	(1,783,246)	(1,740,863)	42,383
Other Financing Sources:				
Transfers in	1,783,246	1,783,246	1,783,245	(1)
Net other financing sources	1,783,246	1,783,246	1,783,245	(1)
Net change in fund balance	-	-	42,382	42,382
Fund balances, beginning of year	588,472	588,472	588,472	-
Fund balances, end of year	$ 588,472	$ 588,472	$ 630,854	$ 42,382

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City of Cocoa, Florida
Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - Major Capital Projects Fund
Year Ended September 30, 2020

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues:				
Intergovernmental	$ -	$ 851,914	$ 851,914	$ -
Investment earnings	-	-	17,362	17,362
Total revenues	-	851,914	869,276	17,362
Expenditures:				
Physical environment:				
Physical environment	91,626	106,850	6,458	100,392
Capital outlay	-	7,444,279	5,745,993	1,698,286
Total expenditures	91,626	7,551,129	5,752,451	1,798,678
Excess (deficiency) of revenues over (under) expenditures	(91,626)	(6,699,215)	(4,883,175)	1,816,040
Other Financing Sources:				
Transfers in	91,626	707,413	707,412	(1)
Transfers out	-	(237,314)	(237,314)	-
Net other financing sources	91,626	470,099	470,098	(1)
Net change in fund balance	-	(6,229,116)	(4,413,077)	1,816,039
Fund balances, beginning of year	7,981,809	7,981,809	7,981,809	-
Fund balances, end of year	$ 7,981,809	$ 1,752,693	$ 3,568,732	$ 1,816,039

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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 Insurance 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, 2020

	Internal Service Fund		
	Workers' Compensation	Health Care Insurance	Total
Assets:			
Current assets:			
Cash and cash equivalents	$ 2,458,289	$ 1,983,058	$ 4,441,347
Investments	1,904,125	-	1,904,125
Prepaid items	178,004	-	178,004
Total assets	4,540,418	1,983,058	6,523,476
Liabilities:			
Current liabilities (payable from current assets):			
Accounts and claims payable	39,163	-	39,163
Accrued claims payable	1,046,000	1,398,825	2,444,825
Total current liabilities	1,085,163	1,398,825	2,483,988
Noncurrent liabilities:			
Accrued claims payable	1,853,000	-	1,853,000
Total noncurrent liabilities	1,853,000	-	1,853,000
Total liabilities	2,938,163	1,398,825	4,336,988
Net Position			
Unrestricted (deficit)	1,602,255	584,233	2,186,488
Total net position	$ 1,602,255	$ 584,233	$ 2,186,488

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City of Cocoa, Florida
Combining Statement of Revenue, Expenses, and Changes in Fund Net Position - Internal Service Funds
Year Ended September 30, 2020

	Internal Service Fund		
	Workers' Compensation	Health Care Insurance	Total
Operating revenues:			
Charges for services	$ 1,140,163	$ 7,244,337	$ 8,384,500
Other charges and fees	203,695	91,017	294,712
Total operating revenues	1,343,858	7,335,354	8,679,212
Operating expenses:			
Insurance claims and expenses	640,088	6,449,876	7,089,964
Total operating expenses	640,088	6,449,876	7,089,964
Operating income (loss)	703,770	885,478	1,589,248
Nonoperating revenues (expenses):			
Investment earnings	55,968	3,028	58,996
Total nonoperating revenues (expenses)	55,968	3,028	58,996
Change in net position	759,738	888,506	1,648,244
Net position (deficit), beginning	842,517	(304,273)	538,244
Net position (deficit), end of year	$ 1,602,255	$ 584,233	$ 2,186,488

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City of Cocoa, Florida
Combining Statement of Cash Flows - Internal Service Funds
Year Ended September 30, 2020

	Internal Service Fund		
	Workers' Compensation	Health Care Insurance	Total
Cash flows from operating activities			
Cash received from customers for sales and services	$ 1,347,152	$ 7,335,354	$ 8,682,506
Cash payments for insurance and claims expenses	(1,165,972)	(6,460,975)	(7,626,947)
Net cash provided by (used in) operating activities	181,180	874,379	1,055,559
Cash flows from investing activities:			
Investment income	55,968	3,028	58,996
Proceeds from sale/maturity of investments	1,115,330	-	1,115,330
Net cash provided by (used in) investing activities	1,171,298	3,028	1,174,326
Net increase (decrease) in cash and cash equivalents	1,352,478	877,407	2,229,885
Cash and cash equivalents, beginning of year	1,105,811	1,105,651	2,211,462
Cash and cash equivalents, end of year	$ 2,458,289	$ 1,983,058	$ 4,441,347
Reconciliation of operating income (loss) to net cash used in operating activities			
Operating income (loss)	$ 703,770	$ 885,478	$ 1,589,248
Adjustments to reconcile operating income (loss) to net cash used in operating activities:			
Change in assets and liabilities:			
(Increase) decrease in assets:			
Accounts receivable	3,294	-	3,294
Prepaid items	(27,617)	-	(27,617)
Increase (decrease) in liabilities:			
Accounts and claims payable	2,733	-	2,733
Accrued claims payable	(501,000)	(11,099)	(512,099)
Total adjustments	(522,590)	(11,099)	(533,689)
Net cash used in operating activities	$ 181,180	$ 874,379	$ 1,055,559

Noncash capital and related financing activities:
There were no significant non-cash transactions

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STATISTICAL SECTION

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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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These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.

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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.

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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)

	2020	2019	2018	2017	2016
Governmental activities					
Net investment in capital assets	$ 34,917,644	$ 29,498,816	$ 28,913,932	$ 19,280,723	$ 25,293,324
Restricted	852,844	941,298	695,990	260,393	281,203
Unrestricted	(5,219,171)	(2,679,661)	186,695	17,399,902	11,063,634
Total governmental activities net position	30,551,317	27,760,453	29,796,617	36,941,018	36,638,161
Business-type activities					
Net investment in capital assets	144,746,450	142,364,912	138,261,322	132,683,806	115,435,116
Restricted	27,826,376	11,381,896	11,227,943	12,395,504	11,818,615
Unrestricted	8,350,313	12,438,861	6,749,377	7,335,232	12,143,637
Total business-type activities net position	180,923,139	166,185,669	156,238,642	152,414,542	139,397,368
Primary government					
Net investment in capital assets	179,664,094	171,863,728	167,175,254	151,964,529	140,728,440
Restricted	28,679,220	12,323,194	11,923,933	12,655,897	12,099,818
Unrestricted	3,131,142	9,759,200	6,936,072	24,735,134	23,207,271
Total primary government net position	$ 211,474,456	$ 193,946,122	$ 186,035,259	$ 189,355,560	$ 176,035,529

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 part, 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.

The City began identifying the Working Capital Reserve component of net position on the financial statements in FY2020. The Working Capital Reserve is equal to 6 months of the Utility and the Stormwater Fund's operatting expenses.

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Schedule 1

2015	2014	2013	2012	2011
$ 20,134,496	$ 19,145,644	$ 18,770,655	$ 19,517,843	$ 20,830,311
252,338	87,030	80,456	136,559	308,046
10,786,642	23,184,495	18,771,455	15,114,446	11,516,849
31,173,476	42,417,169	37,622,566	34,768,848	32,655,206
103,777,006	93,350,606	81,193,813	77,709,201	76,709,974
11,822,514	11,824,666	12,658,876	13,061,321	13,393,511
16,743,125	29,178,323	36,216,604	34,727,175	31,122,453
132,342,645	134,353,595	130,069,293	125,497,697	121,225,938
123,911,502	112,496,250	99,964,468	97,227,044	97,540,285
12,074,852	11,911,696	12,739,332	13,197,880	13,701,557
27,529,767	52,362,818	54,988,059	49,841,621	42,639,302
$ 163,516,121	$ 176,770,764	$ 167,691,859	$ 160,266,545	$ 153,881,144

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City of Cocoa, Florida

Changes in Net Position

Last Ten Fiscal Years - (accrual basis of accounting)

	2020	2019	2018	2017
Expenses				
Governmental activities:				
General government	$ 14,796,779	$ 14,712,121	$ 14,324,743	$ 13,131,276
Public safety	17,278,095	18,071,667	16,768,238	16,180,830
Recreation	1,535,106	1,607,032	1,476,661	1,404,532
Economic development	834,415	3,008,059	1,192,366	1,534,682
Physical environment	2,621,199	2,376,579	2,304,779	3,144,201
Transportation	1,445,676	1,221,639	774,532	
Interest on long-term debt	621,498	649,182	676,437	1,180,788
Unallocated depreciation	-	-	-	129,012
Total governmental activities expenses	39,132,768	41,646,279	37,517,756	36,705,321
Business-type activities:				
Water and sewer	54,022,806	52,538,165	47,733,339	46,549,681
Stormwater utility	1,635,171	1,522,778	1,218,376	1,152,168
Total business-type activities	55,657,977	54,060,943	48,951,715	47,701,849
Total primary government activities	$ 94,790,745	$ 95,707,222	$ 86,469,471	$ 84,407,170
Program Revenues				
Governmental activities:				
Charges for services:				
General government	$ 7,301,994	$ 6,599,101	$ 6,254,900	$ 7,095,604
Public safety	3,160,398	3,013,695	2,560,844	2,292,471
Recreation	97,240	140,797	123,745	132,735
Economic development	-	-	-	195,121
Physical environment	5,168,075	5,330,167	5,312,519	5,346,364
Operating grants and contributions	1,956,391	2,439,991	1,953,430	2,862,670
Capital grants and contributions	1,803,247	600,292	72,781	946,130
Total governmental activities program revenues	19,487,345	18,124,043	16,278,219	18,871,095
Business-type activities:				
Charges for services:				
Water and sewer	71,399,930	65,298,095	62,391,805	59,695,998
Stormwater utility	1,680,054	1,654,080	1,704,541	1,481,312
Operating grants and contributions	-	-	-	762,202
Capital grants and contributions	4,280,474	3,324,099	3,783,027	5,098,296
Total business-type activities program revenues	77,360,458	70,276,274	67,879,373	67,037,808
Total primary government program revenues	$ 96,847,803	$ 88,400,317	$ 84,157,592	$ 85,908,903

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Schedule 2

2016	2015	2014	2013	2012	2011
$ 12,001,545	$ 12,192,945	$ 11,008,561	$ 10,744,769	$ 10,528,005	$ 14,265,207
12,593,567	15,887,751	15,569,379	15,157,432	14,294,202	13,951,279
1,221,987	1,236,510	1,248,559	1,153,649	1,085,098	1,130,151
817,422	1,075,995	849,547	943,819	686,310	1,155,249
3,055,646	3,061,232	2,774,929	2,875,482	2,688,133	1,487,530
565,742	592,542	608,239	624,801	645,198	697,413
128,124	1,303,323	1,720,039	1,703,523	1,689,124	1,595,419
30,384,033	35,350,298	33,779,253	33,203,475	31,616,070	34,282,248
44,710,558	43,873,364	41,911,372	41,298,779	39,776,639	39,731,176
1,167,900	1,023,881	1,014,924	950,220	784,328	718,825
45,878,458	44,897,245	42,926,296	42,248,999	40,560,967	40,450,001
$ 76,262,491	$ 80,247,543	$ 76,705,549	$ 75,452,474	$ 72,177,037	$ 74,732,249
$ 6,040,226	$ 5,975,125	$ 5,969,111	$ 5,988,279	$ 5,925,745	$ 6,772,756
2,219,789	2,000,615	1,669,761	1,294,010	1,280,764	1,183,748
197,801	182,574	253,249	269,316	267,345	226,203
78,120	166,553	232,543	374,430	169,286	217,943
5,367,608	5,374,671	5,275,079	5,161,816	5,069,250	5,136,179
2,070,571	2,082,850	2,528,861	2,128,951	1,643,910	1,707,691
1,650,174	683,729	628,308	562,776	545,217	418,612
17,624,289	16,466,117	16,556,912	15,779,578	14,901,517	15,663,132
56,433,043	54,719,795	55,488,254	53,740,469	50,553,130	48,657,881
1,376,341	1,312,233	1,212,723	1,154,911	1,092,791	1,046,929
608,791	605,525	606,178	624,792	653,209	504,423
1,283,545	2,797,467	2,123,484	862,205	395,816	703953
59,701,720	59,435,020	59,430,639	56,382,377	52,694,946	50,913,186
$ 77,326,009	$ 75,901,137	$ 75,987,551	$ 72,161,955	$ 67,596,463	$ 66,576,318

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City of Cocoa, Florida

Changes in Net Position (Continued)
Last Ten Fiscal Years - (accrual basis of accounting)

Net (Expense)/Revenue	2020	2019	2018	2017
Governmental activities	$ (19,665,359)	$ (23,522,236)	$ (21,239,537)	$ (17,834,226)
Business-type activities	21,702,481	16,215,331	18,927,658	19,335,959
Total primary government net revenue (expense)	$ 2,037,122	$ (7,306,905)	$ (2,311,879)	$ 1,501,733
General Revenues and Other Changes in Net Position				
Governmental activities:				
Property taxes	$ 6,387,378	$ 5,635,515	$ 5,168,838	$ 5,000,611
Public utility and telecommunication taxes	2,696,257	2,611,295	2,628,618	2,169,692
Franchise taxes	1,501,869	1,556,102	1,454,938	1,438,506
Shared revenues not restricted to specific programs	2,790,053	2,435,036	3,706,378	2,340,469
Gain on sale of capital assets	36,113	-	9,271	
Unrestricted investment earnings	358,105	668,857	142,396	56,406
Miscellaneous	477,476	195,168	395,608	550,203
Transfers, net	8,208,972	8,384,099	7,280,466	6,590,172
Special item	-	-	-	-
Total governmental activities	22,456,223	21,486,072	20,786,513	18,146,059
Business-type activities:				
Unrestricted investment earnings	1,046,181	2,041,815	217,198	175,279
Miscellaneous	124,444	-	-	42,959
Gain on sale of capital assets	73,336	73,980	97,002	53,149
Transfers, net	(8,208,972)	(8,384,099)	(7,280,466)	(6,590,172)
Special item	-	-	-	-
Total business-type activities	(6,965,011)	(6,268,304)	(6,966,266)	(6,318,785)
Total primary government	$ 15,491,212	$ 15,217,768	$ 13,820,247	$ 11,827,274
Change in Net Position				
Governmental activities	$ 2,790,864	$ (2,036,164)	$ (453,024)	$ 311,833
Business-type activities	14,737,470	9,947,027	11,961,392	13,017,174
Total primary government	$ 17,528,334	$ 7,910,863	$ 11,508,368	$ 13,329,007

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2016	2015	2014	2013	2012	2011
$ (12,759,744)	$ (18,884,181)	$ (17,222,341)	$ (17,423,897)	$ (16,714,553)	$ (18,619,116)
13,823,262	14,537,775	16,504,343	14,133,378	12,133,979	10,463,185
$ 1,063,518	$ (4,346,406)	$ (717,998)	$ (3,290,519)	$ (4,580,574)	$ (8,155,931)
$ 4,699,241	$ 4,528,807	$ 4,520,106	$ 4,435,865	$ 4,331,898	$ 4,371,564
2,179,176	2,142,546	2,011,573	2,152,855	1,999,902	2,062,808
1,418,014	1,427,925	1,392,338	1,332,827	1,327,365	1,414,456
2,088,744	2,012,550	1,983,054	1,917,889	1,864,355	1,814,427
100,577	154,667	90,445	182,955	246,918	274,572
503,570	829,289	529,855	739,177	792,711	359,300
7,226,129	11,102,408	11,706,620	9,516,047	8,265,045	3,443,292
-	-	-	-	-	-
18,215,451	22,198,192	22,233,991	20,277,615	18,828,194	13,740,419
235,491	283,248	232,887	(90,540)	361,168	282,282
69,094	75,422	127,933	44,805	41,657	135,265
153,005	-	-	-	-	-
(7,226,129)	(11,102,408)	(11,706,620)	(9,516,047)	(8,265,045)	(3,458,292)
-	-	-	-	-	-
(6,768,539)	(10,743,738)	(11,345,800)	(9,561,782)	(7,862,220)	(3,040,745)
$ 11,446,912	$ 11,454,454	$ 10,888,191	$ 10,715,833	$ 10,965,974	$ 10,699,674
$ 5,455,707	$ 3,314,011	$ 5,011,650	$ 2,853,718	$ 2,113,642	$ (4,878,697)
7,054,723	3,794,037	5,158,543	4,571,596	4,271,759	7,422,440
$ 12,510,430	$ 7,108,048	$ 10,170,193	$ 7,425,314	$ 6,385,401	$ 2,543,743

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City of Cocoa, Florida
Fund Balances, Governmental Funds
Last Ten Fiscal Years - (modified accrual basis of accounting)

	2020	2019	2018	2017
General Fund				
Nonspendable	$ 1,470,589	$ 1,666,589	$ 1,768,057	$ 297,130
Restricted	69,234	-	-	-
Committed	12,271,647	12,288,375	11,400,743	10,403,251
Assigned	8,779,000	6,250,000	14,494,250	11,600,000
Unassigned	4,894,070	5,396,667	5,148,440	9,877,964
Total general fund	$ 27,484,540	$ 25,601,631	$ 32,811,490	$ 32,178,345
All other Governmental Funds				
Nonspendable	$ 5,435	$ 6,603	$ 4,915	$ 848,268
Restricted	3,366,108	3,314,866	2,551,525	1,236,715
Committed	3,568,732	7,981,809	1,716,632	-
Assigned	-	-	-	5,860,345
Unassigned (deficit)	-	(66,298)	-	(123,735)
Total all other government funds	$ 6,940,275	$ 11,236,980	$ 4,273,072	$ 7,821,593

Note: The City began to report fund balance definitions under GASB Statement 54 in fiscal year 2011.

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2016	2015	2014	2013	2012	2011
$ 172,051	$ 438,024	$ 232,583	$ 245,679	$ 205,131	$ 291,487
-	-	-	-	18,836	152,993
10,000,000	10,000,000	10,200,000	10,200,000	10,200,000	10,200,000
10,855,020	10,855,020	1,520,181	1,370,443	1,387,461	-
11,976,517	14,297,920	18,192,939	11,823,962	6,181,283	2,838,599
$ 33,003,588	$ 35,590,964	$ 30,145,703	$ 23,640,084	$ 17,992,711	$ 13,483,079
$ 898,415	$ 968,115	$ 996,435	$ 1,041,106	$ 1,082,334	$ 1,109,870
281,203	252,338	87,030	80,456	117,723	155,053
-	-	-	-	-	-
1,915,995	2,358,327	2,674,300	3,020,454	2,961,538	3,321,783
237,552	(63,357)	(271,886)	(426,370)	(567,998)	(997,823)
$ 3,333,165	$ 3,515,423	$ 3,485,879	$ 3,715,646	$ 3,593,597	$ 3,588,883

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City of Cocoa, Florida

Changes in Fund Balances, Governmental Funds
Last Ten Fiscal Years - (modified accrual basis of accounting)

	2020	2019	2018	2017
Revenues				
Taxes*	$ 9,677,404	$ 8,258,422	$ 7,797,456	$ 7,170,303
Special Assessments	2,721,693	-	-	-
Licenses and permits*	1,963,338	3,674,524	4,122,684	5,005,518
Intergovernmental*	5,446,234	2,902,052	5,342,696	6,091,329
Charges for services*	12,117,136	11,637,669	11,376,107	11,247,118
Fines and forfeitures	21,024	24,529	43,643	42,184
Investment earnings	299,109	452,710	73,525	89,494
Miscellaneous	1,285,582	1,239,077	1,269,512	732,555
Total revenues	33,531,520	28,188,983	30,025,623	30,378,501
Expenditures				
General government	13,823,252	12,770,519	11,940,914	11,519,260
Public safety	15,367,802	15,082,113	14,249,945	13,586,273
Economic development	680,050	2,252,073	1,003,355	1,563,100
Recreation	1,326,355	1,391,840	1,231,144	1,203,552
Physical environment	2,500,070	2,266,188	2,198,447	3,188,741
Transportation	1,262,206	1,070,922	621,326	-
Capital outlay	8,354,051	2,494,869	7,210,525	7,759,900
Principal	1,105,000	1,302,873	1,084,910	1,031,000
Interest	645,679	726,183	700,618	628,762
Other Debt Service	19,936	-	-	-
Bond issuance costs	-	-	-	283,542
Total expenditures	45,084,401	39,357,580	40,241,184	40,764,130
Deficiency of revenues under expenditures	(11,552,881)	(11,168,597)	(10,215,561)	(10,385,629)
Other financing sources (uses)				
Transfers in	11,217,983	16,298,453	7,990,703	7,014,528
Transfers out	(3,009,011)	(7,914,354)	(816,158)	(424,356)
Proceeds from sale of capital assets	36,113	18,069	23,773	52,486
Capital lease proceeds	-	-	101,472	-
Payment to refunded debt escrow agent	-	-	-	(9,928,053)
Bond discount	-	-	-	(42,045)
Bond premium	-	-	-	511,647
Debt issuance	894,000	-	-	16,865,000
Total other financing sources (uses)	9,139,085	8,402,168	7,299,790	14,049,207
Net change in fund balances	$ (2,413,796)	$ (2,766,429)	$ (2,915,771)	$ 3,663,578
Debt service as a percentage of noncapital expenditures	4.8%	5.5%	5.4%	5.0%

*2012 and 2011 amounts have been restated to be consistent with the 2013 presentation.

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2016	2015	2014	2013	2012*	2011*
$ 8,296,431	$ 8,099,278	$ 7,924,017	$ 7,921,547	$ 7,264,458	$ 7,848,828
-	-	-	-	-	-
313,935	181,103	167,418	203,595	574,997	287,748
5,495,267	5,238,875	4,512,528	4,361,263	4,165,693	3,835,207
13,404,589	13,292,807	12,917,593	12,458,121	12,301,178	12,896,817
93,881	42,560	62,464	35,669	47,110	115,644
131,533	192,048	70,053	173,736	215,347	233,303
705,100	858,069	885,609	1,576,734	493,033	413,166
28,440,736	27,904,740	26,539,682	26,730,665	25,061,816	25,630,713
10,342,933	9,987,287	9,199,043	9,186,111	8,599,636	10,534,019
14,348,468	13,521,776	13,588,277	13,124,375	12,530,027	11,987,883
959,938	1,155,565	950,343	1,048,240	782,058	1,383,005
1,106,032	1,142,761	1,194,672	1,061,993	998,205	1,031,054
2,826,143	3,161,046	2,498,692	2,685,860	2,506,411	3,135,701
-	-	-	-	-	-
6,431,769	5,028,077	3,022,931	2,808,239	1,857,266	1,269,705
1,143,729	1,070,500	934,036	1,198,393	916,238	891,371
557,042	583,843	599,540	616,102	636,499	688,739
-	-	-	-	-	-
-	-	-	-	-	-
37,716,054	35,650,855	31,987,534	31,729,313	28,826,340	30,921,477
(9,275,318)	(7,746,115)	(5,447,852)	(4,998,648)	(3,764,524)	(5,290,764)
7,873,404	11,159,572	11,877,562	9,564,909	8,620,442	4,011,651
(1,457,807)	(57,164)	(170,942)	(48,862)	(355,397)	(568,359)
90,087	108,512	17,084	2,023	13,825	24,420
-	-	-	-	-	69,434
-	-	-	-	-	(2,750,000)
-	-	-	-	-	-
-	-	-	-	-	-
-	2,010,000	-	1,250,000	-	3,200,000
6,505,684	13,220,920	11,723,704	10,768,070	8,278,870	3,987,146
$ (2,769,634)	$ 5,474,805	$ 6,275,852	$ 5,769,422	$ 4,514,346	$ (1,303,618)
5.4%	5.4%	5.3%	6.3%	5.8%	5.3%

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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
2020	$ 6,387,378	$ 4,198,126	$ 5,446,234	$ 17,558,440	$ 33,590,178
2019	5,635,515	4,167,397	4,559,650	16,957,876	31,320,438
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

(1) Includes local option gas tax.
*2012 and 2011 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
2020	$ 1,259,462,890	$ 270,050,324	$ 4,163,609	$ 433,914,576
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

Source: Brevard County Property Appraiser.

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Schedule 6

Total Taxable Assessed Value	Total Direct Tax Rate	Estimated Actual Taxable Value	Taxable Assessed Value as a Percentage of Actual Taxable Value
$ 1,099,762,247	5.979%	$ 1,093,766,539	100.548%
971,766,039	5.979%	967,726,786	100.417%
860,064,314	5.979%	888,479,522	100.271%
817,570,738	5.979%	857,337,863	100.318%
780,889,376	5.979%	818,427,691	99.895%
775,129,535	5.979%	782,374,729	99.810%
797,666,368	5.981%	775,765,766	99.918%
906,151,634	5.981%	798,015,398	99.956%
1,024,738,195	5.581%	906,819,814	99.926%
1,162,136,934	4.966%	1,025,224,075	99.953%

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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	
2020	5.9790	5.0381	5.9420	0.0320	16.9911
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

(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

		2020	
Rank	Taxpayer	Amount Levied	Percentage of Total City Levy
1	Wal-Mart Stores East LP	$ 433,276	7.46%
2	East Florida Motor Sales Inc	71,005	1.22%
3	Cocoa Commons Station LLC	55,306	0.95%
4	Sam`s East Inc	46,546	0.80%
5	Mike Erdman Motors Inc	46,351	0.80%
6	12550 LC	37,229	0.64%
7	Monmouth Real Estate Investment	31,894	0.55%
8	Sunrise Mobile Home Park LLC	31,224	0.54%
9	ATS Clearlake LLC	27,211	0.47%
10	Oaks Meadows LTD Partnership	26,768	0.46%
	Total	$ 806,810	13.89%
	Total Amount Levied	$ 6,575,409	

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Source: Brevard County Tax Collector.

2011

Rank	Taxpayer	Amount Levied	Percentage of Total City Levy
1	Wal-Mart Stores East LP	$ 51,126	1.11%
2	Sam`s East Inc	46,261	1.01%
3	RLV Cocoa Commons	37,713	0.82%
4	12550 LC	29,773	0.65%
5	Home Depost USA, Inc.	28,286	0.61%
6	Sunrise Mobile Home Park LLC	15,879	0.35%
7	Monmouth Real Estate Investment	24,811	0.54%
8	Emerald Lakes of Cocoa, LLC	18,803	0.41%
9	Cocoa Commercial Properties, LLC	18,112	0.39%
10	Hopper, Gertrude K. Trust	17,216	0.37%
	Total	$ 287,980	6.26%
	Total Amount Levied	$ 4,600,154	

Source: Brevard County Tax Collector

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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
2020	$ 6,575,409	$ 6,023,708	91.61%	$ 363,670	$ 6,387,378	97.14%
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%

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Source: Tax Certificate, Brevard County Property Appraiser.
Financial records of the City of Cocoa, Florida.

(1) Includes delinquent taxes, penalties and tax certificates.

*2012 and 2011 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 as adopted via 2009 Utility Rate Study.

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

	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
3/4"	$ 16.44	$ 15.66	$ 14.91	$ 14.34	$ 13.66	$ 13.26	$ 13.26	$ 12.63	$ 12.03	$ 11.40
1"	39.82	37.92	36.11	34.72	33.07	32.11	32.11	30.58	29.12	27.60
1.5"	72.22	68.78	65.50	62.98	59.98	58.23	58.23	55.46	52.82	50.07
2"	180.63	172.03	163.84	157.54	150.04	145.67	145.67	138.73	132.12	125.23
3"	433.62	412.97	393.30	378.17	360.16	349.67	349.67	333.02	317.16	300.63
4"	650.42	619.45	589.95	567.26	540.25	524.51	524.51	499.53	475.74	450.94
6"	1,228.63	1,170.12	1,114.40	1,071.54	1,020.51	990.79	990.79	943.61	898.68	851.83
8"	1,707.49	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
10"	2,189.30	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
VOLUME RATES PER THOUSAND GALLONS										
1st Tier	$ 3.42	$ 3.26	$ 3.10	$ 2.98	$ 2.84	$ 2.76	$ 2.76	$ 2.63	$ 2.50	$ 2.37
2nd Tier	$ 6.55	$ 6.24	$ 5.94	$ 5.71	$ 5.44	$ 5.28	$ 5.28	$ 5.03	$ 4.79	$ 4.54
3rd Tier	$ 8.54	$ 8.13	$ 7.74	$ 7.44	$ 7.09	$ 6.88	$ 6.88	$ 6.55	$ 6.24	$ 5.91
4th Tier	$ 11.50	$ 10.95	$ 10.43	$ 10.03	$ 9.55	$ 9.27	$ 9.27	$ 8.83	$ 8.41	$ 7.97

OUTSIDE COCOA CITY LIMITS

BASE RATES

	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
3/4"	$ 18.08	$ 17.23	$ 16.40	$ 15.77	$ 15.03	$ 14.59	$ 14.59	$ 13.89	$ 13.23	$ 12.54
1"	43.80	41.71	39.72	38.19	36.38	35.32	35.32	33.64	32.03	30.36
1.5"	79.44	75.66	72.05	69.28	65.98	64.06	64.06	61.01	58.10	55.08
2"	198.69	189.23	180.22	173.29	165.04	160.23	160.23	152.60	145.33	137.75
3"	476.98	454.27	432.63	415.99	396.18	384.64	384.64	366.32	348.88	330.69
4"	715.46	681.40	648.95	623.99	594.28	576.96	576.96	549.48	523.31	496.03
6"	1,351.49	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
8"	1,878.24	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
10"	2,408.23	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
VOLUME RATES PER THOUSAND GALLONS										
1st Tier	$ 3.76	$ 3.59	$ 3.41	$ 3.28	$ 3.12	$ 3.04	$ 3.04	$ 2.89	$ 2.75	$ 2.61
2nd Tier	$ 7.21	$ 6.86	$ 6.53	$ 6.28	$ 5.98	$ 5.81	$ 5.81	$ 5.53	$ 5.27	$ 4.99
3rd Tier	$ 9.39	$ 8.94	$ 8.51	$ 8.18	$ 7.80	$ 7.57	$ 7.57	$ 7.21	$ 6.86	$ 6.50
4th Tier	$ 12.65	$ 12.05	$ 11.47	$ 11.03	$ 10.51	$ 10.20	$ 10.20	$ 9.71	$ 9.25	$ 8.77

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City of Cocoa, Florida
Waste Water Rates
Last Ten Fiscal Years **Schedule 11**

INSIDE COCOA CITY LIMITS
BASE RATES

Meter Size	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
3/4"	$ 15.89	$ 15.13	$ 14.41	$ 13.86	$ 13.20	$ 12.82	$ 12.82	$ 12.21	$ 11.63	$ 11.51
1"	29.73	28.31	26.96	25.92	24.69	23.97	23.97	22.83	21.74	21.52
1.5"	59.62	56.78	54.08	52.00	49.52	48.08	48.08	45.79	43.61	43.18
2"	148.96	141.87	135.11	129.91	123.72	120.12	120.12	114.40	108.95	107.87
3"	596.15	567.76	540.72	519.92	495.16	480.74	480.74	457.85	436.05	431.73
4"	894.22	851.64	811.09	779.89	742.75	721.12	721.12	686.78	654.08	647.60
6"	1,609.61	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
8"	2,575.49	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
10"	3,702.29	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
Volume Rate Per 1,000 Gal.	$ 7.53	$ 7.17	$ 6.83	$ 6.57	$ 6.26	$ 6.08	$ 6.08	$ 5.79	$ 5.51	$ 5.46

OUTSIDE COCOA CITY LIMITS
BASE RATES

Meter Size	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
3/4"	$ 19.87	$ 18.92	$ 18.02	$ 17.33	$ 16.50	$ 16.03	$ 16.03	$ 15.26	$ 14.54	$ 14.39
1"	37.16	35.39	33.70	32.40	30.86	29.96	29.96	28.54	27.18	26.90
1.5"	74.53	70.98	67.60	65.00	61.90	60.10	60.10	57.24	54.51	53.98
2"	186.19	177.32	168.88	162.38	154.65	150.15	150.15	143.00	136.19	134.84
3"	745.19	709.70	675.90	649.90	618.95	600.93	600.93	572.31	545.06	539.66
4"	1,117.77	1,064.54	1,013.85	974.86	928.44	901.40	901.40	858.48	817.60	809.50
6"	2,012.01	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
8"	3,219.36	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
10"	4,627.86	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
Volume Rate Per 1,000 Gal.	$ 9.43	$ 8.98	$ 8.55	$ 8.22	$ 7.83	$ 7.60	$ 7.60	$ 7.24	$ 6.89	$ 6.83

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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
2020	84,393	0.89%	$ 55,139,169	5.60%	20.592	2.11%
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%

Waste Water System

Year	Number of Customers	Increase in Customers	Annual Revenue*	Increase in Revenue	Avg. Daily Flow (mdg**)	Change in Avg. Daily Flow
2020	7,332	-0.05%	$ 5,923,625	6.34%	2.195	7.60%
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%

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* 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
2020	$ 7,620,000	$ 7,395,000	$ -	$ -	$ 2,761,000	397,059
2019	7,935,000	7,560,000	-	35,652	2,492,000	421,240
2018	8,731,065	7,679,356	-	68,562	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)

(1) See Schedule 18 - Demographic and Economic Statistics.

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	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)
$	82,715,000	$ -	$ 13,850,555	6,516,536	$ 121,255,150	13.0%	$ 6,228
	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	15.6%	5,931
	65,224,990	-	28,332,602	(336,913)	107,794,172	16.3%	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	18.6%	6,814

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City of Cocoa, Florida
Ratio of Net General Bonded Debt Outstanding
Last Ten Fiscal Years **Schedule 14**

Fiscal Year	General Bonded Debt Outstanding: 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)
2020	$ 7,620,000	$ 7,395,000	$ 15,015,000	0.014	$ 776.89	19,327	$ 1,094,367
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

(1) Source: Bureau of Economic and Business Reasearch, University of Florida.

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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.

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City of Cocoa, Florida
Direct and Overlapping Governmental Activities Debt
September 30, 2020 **Schedule 16**

Governmental Unit	Debt Outstanding (1)	Applicable Percentage (2)	City's Estimated Share of Direct and Overlapping Debt
Brevard County	$ 39,165,601	2.38%	$ 933,780
City of Cocoa Direct Debt (Governmental Activities)			
Revenue Bonds net of related premiums and discounts			15,412,059
Revenue Notes			2,761,000
Capital Leases			-
			18,173,059
Total Direct and Overlapping Debt			$ 19,106,839

(1) Source: Brevard County Comprehensive Annual Financial Report. Table 12
(2) Source: Brevard County Comprehensive Annual Financial Report. Table 7

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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)
2020	$ 67,067	$ 32,010	$ 35,057	$ 3,445	$ 3,837	$ 7,282	3.90
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

(1) Pledged revenues include operating and non-operating revenues of 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 calculations.
(4) Excludes subsidy received for Series 2010 Build America Bonds.
(5) Required coverage is 1.25.

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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)
2020	19,328	$ 925,975,897	$ 47,911	7.2%
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%

(1) Source 2014: United States Census Bureau, American Fact Finder, Cocoa City, Florida.
(1) Source 2020-2015, 2013-2011: Bureau of Economic and Business Reasearch, 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. Fiscal Year 2020 based on an average of the monthly unemployment rates for June 2020 - September 2020.

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City of Cocoa, Florida

Principal Employers
Current and Nine Years Ago

	2020		
Rank	**Employer (1)**	**Employees (1)**	**% of Total Employment (2)**
1	City of Cocoa	456	3.95%
2	Wal-Mart Distribution	438	3.80%
3	Eastern Florida State College - Cocoa Campus	426	3.69%
4	Beyel Brothers Inc.	392	3.40%
5	Aging Matters in Brevard	350	3.04%
6	Wal-Mart Associates Inc.	342	2.97%
7	Erdman Automotive (Nissan & Toyota)	194	1.68%
8	Bob Steel Chevrolet	150	1.30%
9	Brevard Robotics	145	1.26%
10	Sam's Club	130	1.13%
		3,023	26.22%

(1) Source: The companies listed above.
(2) Source: Space Coast Economic Development Council.

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		2011	
Rank	**Employer**	**Employees**	**% of Total Employment**
1	Brevard Public Schools	478	6.00%
2	Brevard Community College	426	5.34%
3	City of Cocoa	360	4.52%
4	Wal-Mart Supercenter	214	2.68%
5	Beyel Brothers Crane & Rigging	150	1.88%
6	Florida Solar Energy Center	150	1.88%
7	Publix	150	1.88%
8	Brevard Robotics	145	1.82%
9	Ocean Potion	122	1.53%
10	Fed Ex Ground Distribution Center	120	1.51%
	Total Employees	2,315	29.04%

Source for FY 2011 data was Bureau of Economic and Business Research.

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City of Cocoa, Florida

Full-Time Equivalent City Government Employees by Function/Program
Last Ten Fiscal Years

Function/Program	2020	2019	2018	2017
General government				
City Manager/OMB	4.00	5.00	4.00	4.00
City Clerk	3.00	3.00	3.00	3.00
Finance	12.50	11.50	11.50	11.50
Customer Service	22.00	22.00	29.00	28.00
Human Resources	6.50	6.50	5.50	6.50
Purchasing	3.00	3.00	3.00	3.00
Information Technology	9.00	10.50	9.50	9.50
Fleet Services	7.00	6.50	6.00	7.00
Community Services	14.00	13.00	9.80	11.80
Other	0.00	0.00	0.00	0.00
Public Safety				
Police Department	97.00	97.00	95.00	92.50
Fire Department	41.00	47.00	48.00	45.00
Public Works	28.80	27.80	24.80	26.80
Water	153.50	150.50	150.00	149.00
Wastewater	39.00	37.00	36.00	36.00
Stormwater	6.60	7.60	5.40	7.40
Recreation	9.00	8.50	4.50	5.00
Total	455.90	456.40	445.00	446.00

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 2011 and 2012, OMB reported to the City Manager department. Beginning in fiscal year 2013 OMB moved to the Finance department.

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2016	2015	2014	2013	2012	2011
3.00	3.00	3.00	1.00	4.00	7.00
3.00	3.00	3.00	3.00	3.00	3.00
12.00	11.00	12.00	10.50	8.50	8.50
26.00	25.00	25.00	18.00	20.00	18.00
7.00	6.00	4.00	4.00	3.50	4.34
3.00	3.00	2.00	2.00	2.00	2.00
8.50	7.50	8.00	7.00	8.00	8.33
7.00	7.00	7.00	7.00	7.50	7.33
16.00	18.00	17.00	15.00	17.00	18.00
0.00	0.00	0.00	0.00	2.50	5.00
89.50	95.25	92.00	90.00	87.50	89.00
44.00	44.00	43.00	39.00	39.00	41.00
28.00	27.00	27.00	26.00	26.00	28.00
128.00	127.00	129.00	135.50	140.00	133.50
33.00	33.00	28.00	30.00	29.00	28.00
6.00	5.00	7.00	3.00	5.00	5.00
5.00	5.00	3.00	2.00	3.50	6.00
419.00	419.75	410.00	393.00	406.00	412.00

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City of Cocoa, Florida

Operating Indicators by Function/Program
Last Ten Fiscal Years

	2020	2019	2018	2017 (1)
Function/Program				
General government				
Building permits issued	1,818	2,012	1,503	1,084
Building inspections conducted	5,741	4,695	2,738	3,294
Police				
Physical arrests	1,124	1,450	1,451	1,274
Parking violations	20	34	31	49
Traffic violations	1,522	2,380	2,455	2,568
Fire				
Emergency responses	4,770	5,323	5,425	5,413
Fire responses	114	95	107	144
Inspections	707	1,226	252	199
Public Works				
Streets resurfacing (miles)	2	2	-	6
Water				
New connections	1,223	1,078	916	803
Water main breaks	59	84	75	135
Average daily consumption (thousands of gallons)	20,592	20,166	20,298	21,929
Peak daily consumption (thousands of gallons)	26,175	25,292	26,444	27,695
Wastewater				
Average daily sewage treatment (thousands of gallons)	2,195	2,040	2,308	2,176

Source: Various City of Cocoa departments.

(1) In Fiscal Year 2017, the Fire Department began performing 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.

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2016	2015	2014	2013 (2)	2012	2011
1,063	996	917	815	700	775
3,618	3,669	2,890	2,118	1,838	2,142
1,054	1,543	1,636	1,510	1,501	1,938
48	24	12	19	57	34
1,630	2,096	3,161	2,455	2,162	3,877
5,139	4,835	4,481	4,085	4,253	4,092
107	96	108	90	117	221
83	73	102	349	2,123	2,332
4	2	4	-	1	3
707	719	522	612	463	359
83	107	118	105	128	105
21,247	21,954	21,223	22,370	22,430	23,008
28,271	27,550	26,867	29,028	27,093	31,179
2,077	2,139	1,796	1,930	2,020	2,570

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City of Cocoa, Florida
Capital Asset Statistics by Function/Program
Last Ten Fiscal Years

	2020	2019	2018	2017	2016
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	2,183	2,182	2,182	2,182	2,182
Traffic Signals	146	146	146	146	146
Water					
Water mains (miles)	1,376	1,369	1,360	1,353	1,341
Fire Hydrants in Cocoa	706	701	699	689	687
Fire Hydrants - Total System	6,814	6,773	6,718	6,658	6,590
Storage capacity					
(thousands of gallons)	22,500	22,500	22,500	22,500	22,500
Wastewater					
Sanitary sewers (miles) (1)	135	130	130	119	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 and 2016 have been restated to exclude Private Sewer miles.

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2015	2014	2013	2012	2011
1	1	1	1	1
3	3	3	3	3
79	93	93	93	93
2,004	2,004	2,004	2,004	2,004
146	146	146	146	146
1,339	1,331	1,325	1,322	1,321
685	687	684	684	683
6,499	6,515	6,467	6,442	6,424
22,500	22,500	22,500	22,500	22,500
118	117	117	117	117
4,500	4,500	4,500	4,500	4,500

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MSL
Certified Public Accountants

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

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Certified Public Accountants

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.

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

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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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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
Schedule of Expenditures of Federal Awards
For the Fiscal Year Ended September 30, 2020

Federal Agency/Pass-through Grantor/Program Title	*Contract / Grant No.*	*CFDA No.*	*Expenditures*	*Transfers to Subrecipient*
U.S DEPARTMENT OF AGRICULTURE, FORESTRY SERVICE				
Indirect Program, Pass through State of Florida Forest Service				
City of Cocoa Urban Forestry Management Agreement No. 26866	19-DG-11083112-001	10.664	$ 7,493	
Total U.S. Department of Agriculture			**$ 7,493**	
U.S. DEPARTMENT OF COMMERCE				
Indirect Program, Pass through State of Florida Department of Environmental Protection				
Business Disaster Preparedness and Recovery Plans	04-69-07348	11.307	$ 45,000	
Total U.S. Department of Commerce			**$ 45,000**	
U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT				
Direct Program				
Community Development Block Grants/Entitlement Grants	B-17-MC-12-0003	14.218	$ 4,751	
Community Development Block Grants/Entitlement Grants	B-18-MC-12-0003	14.218	65,636	
Community Development Block Grants/Entitlement Grants	B-19-MC-12-0003	14.218	106,438	$ 26,623
Community Development Block Grants Section 108 Loan Guarantees	B-18-MC-12-0003	14.248	$ 894,000	
Subtotal - Direct Programs			**$ 1,070,825**	
Indirect Program, Pass through Brevard County:				
Home Investment Partnerships Program	M-18-DC-12-00200	14.239	$ 6,386	
Subtotal - Indirect Programs			**$ 6,386**	
Total U.S. Department of Housing & Urban Development			**$ 1,077,211**	
U.S. DEPARTMENT OF JUSTICE				
Direct Program				
Bulletproof Vest Partnership Program				
Public Safety Partnership and Community Policing Grant	2019-BU-BX-19096472	16.607	**$ 9,909**	
Edward Byrne Memorial Justice Assistance Grant Program - 2019	2019-DJ-BX-0428	16.738	**22,166**	
Subtotal - Direct Programs			**$ 32,075**	
Indirect Program, pass through Florida Attorney District General's Office				
BJA FY 20 Coronavirus Emergency Supplemental Funding Program	2020-VD-BX-1270	16.034	**$ 2,709**	
Crime Victim Assistance	VOCA-2019-City of Cocoa Police Depa-00038	16.575	**$ 75,164**	
Subtotal - Indirect Programs			**77,873**	
Total U.S. Department of Justice			**$ 109,948**	
UNITED STATES DEPARTMENT OF THE TREASURY				
Indirect Program, Pass through Florida Housing Finance Corporation				
Coronavirus Relief Fund (CRF) Agreement 107-2020	107-2020	21.019	$ 3,478	
Total United States Department of the Treasury			**$ 3,478**	
FEDERAL EMERGENCY MANAGEMENT AGENCY				
Indirect Program, Pass through State of Florida, Division of Emergency Management				
Disaster Grants - Public Assistance - (Presidentially Declared Disasters)				
Hurricane Dorian (NOTE 5)	FEMA-4468-DR-FL	97.036	$ 149,703	
Total Federal Emergency Management Agency			**$ 149,703**	
TOTAL EXPENDITURES OF FEDERAL AWARDS			**$ 1,392,833**	$ 26,623

DRAFT

City of Cocoa
Schedule of Expenditures of Federal Awards
For the Fiscal Year Ended September 30, 2020

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 OF SIGNIFICANT ACCOUNTING POLICIES

The Schedule of Expenditures of Federal Awards is prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America as applicable to governmental organizations.

NOTE 3 - RELATIONSHIP TO FINANCIAL STATEMENTS AND FEDERAL FINANCIAL REPORTS

Information reported in the schedule agrees with the amounts reported in both the financial statements and related federal financial reports for the major federal programs. Revenues from federal award programs are reported in the financial statements as operating and capital grant revenues in the government-wide financial statements and intergovernmental revenues in the fund statements, except for the Section 108 guaranteed loan, which is reported as other financing sources - issuance of debt and long-term debt payable.

NOTE 4 - CONTINGENCIES

Grant monies received by the City are for specific purposes and are subject to review by the granter 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, 2020, 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 5 - INDIRECT COST RATE

The City has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance. For the sponsored programs where the City claims indirect costs, the City's internal indirect cost rate is used.

NOTE 6 - DISASTER GRANTS - PUBLIC ASSISTANCE

Expenditures for Hurricane Matthew and Hurricane Irma were incurred during fiscal years 2017, 2018, 2019 and 2020. 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, 2019 and 2020 and obligated and/or reimbursed in FY2018, 2019 and 2020 have been included in the FY 2020 SEFA.

NOTE 7 GUARANTEED LOAN OUTSTANDING

On April 22, 2020, the City had a total outstanding guaranteed loan balance of $894,000 with the U.S. Department of Housing and Urban Development under the Section 108 Loan Guarantee Program (CFDA No. 14.248). Below is the breakdown of debt service payments and outstanding balances of the loan for fiscal year 2020:

	Outstanding Balance 10/1/19	Additions	Principal Payments	Interest Payments	Total Payments	Outstanding Balance 9/30/2020
HUD 108 Guaranteed Loan For Capital Projects	$ -	$ 894,000	$ -	$ -	$ -	$ 894,000

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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

DRAFT

CITY OF COCOA, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

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.

DRAFT

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 2020.

Rebecca J. Bowman, MBA, CGFO, CGFM
Finance Director

STATE OF FLORIDA
COUNTY OF BREVARD:

SWORN TO AND SUBSCRIBED before me this 12th day of March, 2021, by Rebecca J. Bowman who is personally known to me.

SIGNATURE OF NOTARY PUBLIC-STATE OF FLORIDA

Carie E. Shealy
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG102465
Expires 8/30/2021

Legislation Details (With Text)

File #:	21-285	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Council Busines
File created:	4/2/2021			**In control:**	City Council
On agenda:	4/13/2021			**Final action:**	
Title:	Consider whether to allow City of Cocoa Emergency Ordinance No. 13-2020 Requiring Face Coverings to remain in effect or terminate the Ordinance. (Assistant City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	13-2020 (Emergency Ordinance_ Requiring Face Coverings).pdf 21-2020 (Amending Ord. 13-2020 re_ Face Masks).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 2, 2021
Agenda Date: April 13, 2021
Prepared By: Matthew Fuhrer, Assistant City Manager
Through: Stockton Whitten, City Manager
Requested Action:
Consider whether to allow City of Cocoa Emergency Ordinance No. 13-2020 Requiring Face Coverings to remain in effect or terminate the Ordinance.

BACKGROUND:

Emergency Ordinance No. 13-2020 Requiring Face Coverings.

On Wednesday, August 12, 2020 the City of Cocoa passed Emergency Ordinance No. 13-2020 requiring face coverings in places open to the public inside the City limits of Cocoa consistent with the Centers for Disease Control (CDC) and Florida Department of Health (FLDOH) guidelines to help slow the spread of the COVID-19 virus locally. The ordinance was extended by the Cocoa City Council on Tuesday, January 12 2021 for an additional 90-day period. **The Ordinance shall remain in effect until terminated by the City Council.**

CDC Face Covering Recommendations

CDC recommends that people wear masks in public settings, like on public and mass transportation, at events and gatherings, and anywhere they will be around other people.

- Wear masks with two or more layers to stop the spread of COVID-19
- Wear the mask over your nose and mouth and secure it under your chin

- Masks should be worn by people two years and older
- Masks should NOT be worn by children younger than two, people who have trouble breathing, or people who cannot remove the mask without assistance
- Do **NOT** wear masks intended for healthcare workers, for example, N95 respirators
- Evaluation of mask and gaiter materials and structure is ongoing.

While fines and penalties may not be collected under the City's Emergency Ordinance due to Governor Desantis's Executive Order No. 20-244, the City can continue to require face coverings under the Ordinance. At the time of writing this agenda item the COVID-19 cases maintain a statewide daily case number of around 5,000 a day. The Center for Disease Control still encourages the use of face coverings to prevent the spread of COVID-19.

Emergency Ordinance No. 21-2020 Modification of Face Coverings Definition
At the December 8, 2020 City Council meeting the Emergency Ordinance was modified to include the use of face shield face coverings.

Staff is seeking City Council direction on Cocoa's Emergency Ordinance No. 13-2020 to continue requiring face coverings within the City limits. No action of the City Council is required to continue to allow City of Cocoa Emergency Ordinance No. 13-2020 to remain in effect and return for City Council Review at the July 13 regular City Council meeting.

STRATEGIC PLAN CONNECTION:

Enter text here

BUDGETARY IMPACT:

PREVIOUS ACTION:

On Wednesday, August 12, 2020 the City of Cocoa passed Emergency Ordinance No. 13-2020 requiring face coverings in places open to the public inside the City limits of Cocoa consistent with the Centers for Disease Control (CDC) and Florida Department of Health (FLDOH) guidelines to help slow the spread of the COVID-19 virus locally.

The ordinance was extended by the Cocoa City Council on Wednesday, September 9, 2020 for an additional 30-day review period.

The ordinance was extended by the Cocoa City Council on Tuesday, October 13, 2020 for an additional 30-day review period.

The ordinance was extended by the Cocoa City Council on Tuesday, November 10, 2020 for an additional 30-day review period.

The ordinance was extended by the Cocoa City Council on Tuesday, December 8, 2020 for and additional 30-day review period. A modification was made to include face shields as an acceptable face covering.

The ordinance was extended by the Cocoa City Council on Tuesday, January 12, 2021 for an additional 90-day review period. A modification was made to include the additional review period from 30 to 90 days.

RECOMMENDED MOTION:

Consider whether to allow City of Cocoa Emergency Ordinance No. 13-2020 Requiring Face Coverings to remain in effect or terminate the Ordinance

ORDINANCE NO. 13-2020

AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA REQUIRING FACE COVERINGS IN PLACES OPEN TO THE PUBLIC THROUGHOUT THE CITY OF COCOA IN ORDER TO MINIMIZE THE SPREAD OF THE COVID-19 VIRUS, SUBJECT TO CERTAIN EXCEPTIONS; REQUIRING CERTAIN BUSINESS ESTABLISHMENTS OPEN TO THE PUBLIC TO POST WRITTEN NOTICE AT ENTRANCES REGARDING THE REQUIREMENTS OF THIS ORDINANCE; PROVIDING FOR COMPLIANCE, PENALTIES AND ENFORCEMENT; PROVIDING FOR PERIODIC REVIEW OF THIS ORDINANCE BY COUNCIL AND FUTURE TERMINATION AS DEEMED NECESSARY BY THE CITY COUNCIL; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; NON-CODIFICATION; APPLICABILITY; SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, this is an emergency ordinance of the City Council of the City of Cocoa, Florida enacted pursuant to Section 166.041(3)(b), Florida Statutes and Section 2-54 of the City Code, and has been approved by at least 2/3 vote of the City Council; and

WHEREAS, the coronavirus ("COVID-19) is a respiratory illness caused by a virus that can spread rapidly from person to person, and may result in serious illness and death; and

WHEREAS, the City Council of Cocoa finds that COVID-19 presents a danger to health, safety and welfare of the public and emergency public health measures are required to mitigate against the spread of COVID-19; and

WHEREAS, the City Council has previously proactively directed the implementation of numerous efforts encouraging employees and the public to practice social distancing, wash and sanitize their hands, and clean high touch surfaces; and

WHEREAS, pursuant to Resolution 2020-172, the City Council has also previously urged persons to social distance in public and wear a face covering in places open to the public throughout the City of Cocoa to minimize the spread of the COVID-19 virus; and

WHEREAS, in response to the Coronavirus Disease 2019 ("COVID-19"), Governor Ron DeSantis issued Executive Order No. 20-51 on March 1, 2020, declaring a public

health emergency in the State of Florida, and said emergency has been extended by subsequent emergency orders and remains in effect; and

WHEREAS, after Governor DeSantis issued Executive Order No. 20-91 on April 1, 2020, imposing statewide restrictions on non-essential businesses and activities due to COVID-19 (Safer at Home Order), Governor DeSantis subsequently issued a series of executive orders removing, decreasing and in some cases reinstating or adjusting, the restrictions of the Safer at Home Order in order to provide for the phased re-opening of the State of Florida; and

WHEREAS, the continued operation of businesses providing goods and services is necessary to provide essential goods and services to the public and visitors and to support the local economy; and

WHEREAS, the re-opening of the State of Florida will lead to more contact between individuals gathered together in public places, which is likely to increase the transmission of COVID-19 among individuals and the spread of COVID-19 within Florida communities; and

WHEREAS, COVID-19 is spread through airborne transmission from individuals, sneezing, speaking, and coughing; and

WHEREAS, COVID-19 can be spread by individuals who are asymptomatic, and the infectious droplet nuclei can spread for a great distance, although how far is not fully understood at present; and

WHEREAS, on June 20, 2020, the Florida Department of Health issued a Public Health Advisory recommending that residents wear a face covering, which helps the resident protects others from exposure as well as themselves; and

WHEREAS, the Centers for Disease Control and Prevention ("CDC") recommends use of facial coverings to reduce the spread of COVID-19; and

WHEREAS, a recent meta-analysis funded by the World Health Organization supports the use of social distancing and facial coverings to minimize transmission of COVID-19, and on June 5, 2020, the World Health Organization changed its position on the use of facial covering, and now supports their use; and

WHEREAS, according to public data provided by the Florida Department of Health, there has been a significant increase in coronavirus cases across the State of Florida and within Brevard County despite mitigation efforts; and

WHEREAS, based on the manner in which the coronavirus is spread, and correlation of infection rates with the presence (or absence) of social distancing measures, the COVID-19 situation is fluid and therefore, it is prudent to be concerned that COVID-19 cases will significantly increase within the City of Cocoa if additional measures are not taken to stop or slow the spread of the virus; and

WHEREAS, COVID-19 continues to pose an imminent health hazard and an increased risk of infection to residents of the City and healthcare, first responders, and emergency medical service workers caring for patients with COVID-19; and

WHEREAS, the City's police powers and Comprehensive Emergency Management Plan authorize the City Council to take actions during declared emergencies to ensure the health, safety, and welfare of the community, and in this particular case, requiring face coverings when necessary to mitigate against the spread of COVID-19; and

WHEREAS, this Ordinance is issued to protect the health and safety of the citizens, residents and visitors of the City of Cocoa, to assist the healthcare delivery system in its ability to serve those persons infected by COVID-19, and to preserve the public's access to essential services and maintaining the operation of critical infrastructure; and

WHEREAS, it is also necessary to protect the economy and businesses and their customers by taking actions such as requiring face coverings to protect the health and safety of the citizens, residents and visitors of the City of Cocoa; and

WHEREAS, this Ordinance is also issued in support of the implementation of Florida's Safe.Smart.Step-by-Step Plan for Florida's Recovery and Florida's economic recovery from COVID-19; and

WHEREAS, the City Council finds the inconvenience of requiring the use of face coverings with enumerated exceptions is minimal compared to the negative risk of health, safety and welfare of the community associated with the spread of COVID-19 were no such requirement imposed; and

WHEREAS, it has long been recognized that when there is an emergency, the police power gives governmental authorities, such as the City of Cocoa, power to act for the public health and welfare that they might not otherwise have. *See, e.g., Dodero v. Wlaton County,* Case No. 3:20-cv05358-RV/HTC (N.D. Fla. April 7, 2020)(Rejecting injunction request related to beach closure on private property and stating "We are in the midst of a national health emergency [COVID-19], and it seems highly likely at this state

of the case that the county has the authority to take the measure that it has in order to address the emergency."); *Jacobson v. Commonwealth of Massachusetts*, 197 U.S. 11 (1905)(a community has the right to protect itself against an epidemic of disease which threatens the safety of its members); and

WHEREAS, in support of the legal sufficiency of enacting this Ordinance, the City Council also takes legislative notice of, and relies upon the findings and legal rationale contained in *Jacobson v. Commonwealth of Massachusetts*, 197 U.S. 11 (1905)(upholding a compulsory vaccination law which was enacted during a growing smallpox epidemic in 1905), and several Florida cases upholding face covering requirements to combat the COVID-19 pandemic which have been adopted by several other local governments. *See Green v. Alachua Cty.*, No. 0102020-CA-001249 (Fla. 8th Cir. Ct. May 26, 2020); *Ham v. Alachua Cty. Bd. Of Comm's*, No. 1:20-cv-00111-MW/GRJ (N.D.Fla. May 30, 2020); *Powers v. Leon Cty.*, No. 2020-CA-001200 (Fla. 2d Cir. Ct. July 10, 2020); *Machovec v. Palm Beach County*, No. 2020CA006920AXX (Fla. 15th Cir. Ct. July 27, 2020); and

WHEREAS, enacting the requirements set forth herein by ordinance rather than under local emergency powers, as enumerated in Chapter 252, Florida Statutes, allows the City to enforce such requirements by civil code enforcement and fines instead of criminal prosecution as a second degree misdemeanor; and

WHEREAS, the City Council finds that an emergency exists and the immediate enactment of this Emergency Ordinance is necessary pursuant to Section 166.041(3)(b), Florida Statutes; and

WHEREAS, the City Council also finds that this Emergency Ordinance is necessary for the preservation of the public health, safety and welfare of the citizens and visitors of Cocoa.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby adopted by the City Council as material legislative findings of the City of Cocoa and are further fully incorporated herein by this reference as part of this Ordinance.

Section 2. Definitions. The following words used in this Resolution shall have the meaning ascribed below:

"Business Establishment" means a location with a roof overhead where business is conducted, goods are made or stored or processed or where services rendered. The term includes transportation network companies, such as Ubers and Lyft, vehicles operated for mass transit, jitneys, limousines for hire, rental cars, and other passenger vehicles for hire. The term also includes locations where non-profit, governmental, and institutional entities that facilitate public interactions and conduct business. Places of worship and other organized places of public assembly are also included in this term.

"Companion" means a person who is accompanying another person.

"Face Covering" shall mean a uniform piece of material, such as cotton, linen, polyester, that securely covers a person's nose and mouth and remains affixed in place without the use of one's hands, whether store bought or homemade, consistent with CDC guidelines. See https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/how-to-make-cloth-face-covering.html.

"Lodging Establishment" shall have the same meaning as the term "transient public lodging establishment" set forth in Section 509.013(4)(a)1, Florida Statutes.

"Place open to the Public" shall mean a place to which the public has access, including, but not limited to, business establishments, public streets, public parks, common areas of buildings and properties, and such other places where the public is free to go. A person's home or residence or private office/commercial space is not a place open to the public.

"School" shall mean a public or private school, including the State University System, State College System, Brevard County School System, schools administered by the State Department of Education, charter schools and other private secondary and primary school institutions.

"Social Distancing" shall mean the practice of a person physically distancing themselves from another person by staying at least six (6) feet apart. Social distancing shall exclude requiring distancing between family members and Companions.

Section 3. Face Covering Required.

Except in situations when one or more of the exceptions list in Section 4 apply, a person shall wear a Face Covering consistent with the current CDC guidelines while within or at a place open to the public within the jurisdictional limits of the City of Cocoa.

Section 4. **Exceptions.** A Face Covering shall not be required for the following persons:

(a) Persons under the age of 2 years are not required to wear a mask under any circumstances. If a person is under the age of 6 years, use of a face covering shall be left to the discretion of that person's parent, guardian or accompanying adult.

(b) Persons observing and maintaining social distancing from other persons in accordance with CDC guidelines at outdoor locations.

(c) Persons within a motor vehicle, except if the motor vehicle is being used as a vehicle-for-hire then the vehicle constitutes a business establishment.

(d) Persons for whom a face covering would cause impairment due to an existing documented or demonstrable health condition or disability. It is the intent of this provision that persons unable to tolerate a face covering for medical, sensory or any other health condition which makes it difficult to utilize a face covering and function in public are not required to wear a face covering. Additionally, it is further intent of this provision that persons having trouble breathing, unconscious, incapacitated or otherwise unable to remove the face covering without assistance are not required to wear a face covering.

(e) Persons working in a business establishment who are in an area not open to the public or who are not interacting face-to-face with the public. However, this exception does not apply to employees of the business establishment who are present in the kitchen or other food and beverage preparation area of a business establishment.

(f) Persons working in, or patrons of, a business establishment where use of a face covering would prevent them from performing the duties or receiving the services of the business establishment.

(g) Persons exercising, while maintaining social distancing.

(h) Persons eating or drinking.

(i) Public safety, fire, and other life safety and health care personnel utilizing their personal protective equipment required by their respective agencies.

(j) A person speaking with another individual who is hearing impaired where the hearing impaired individual needs to observe the person's mouth in order to understand what is spoken.

(k) Persons for whom a face covering would conflict with the American with Disabilities Act (ADA).

(l) Students and persons at any location under the control of the school shall be governed by the school's policy regarding face coverings when such students and persons are on school campus.

(m) Persons in a lodging establishment who is inside of the lodging unit including, but not limited to, a hotel room, motel room, bed & breakfast room, vacation rental unit, timeshare unit or similar lodging unit.

Section 5. Business Establishments – Posting Notice. Every business establishment that has a place open to the public shall post signage at the establishment's entrance in a conspicuous place notifying all persons of the requirement to wear a face covering as required by this Ordinance. Owners of business establishments that have a place open to the public shall notify its customers and employees of the requirements of this Ordinance.

Section 6. Compliance and Enforcement. This Ordinance is intended as an emergency measure in furtherance of the City's police powers under home rule, and violations of this Ordinance are a noncriminal infraction. This Ordinance does not authorize the search or arrest of an individual. This Ordinance shall be subject to civil code enforcement only. This Ordinance shall not be considered an emergency measure under the Section 252-47 and 252.50, Florida Statutes, and violators shall not be subject to criminal prosecution. The City seeks voluntary compliance with the provisions contained in this Ordinance and to educate and warn of the dangers of non-compliance. However, in the event compliance is not achieved voluntarily, then as a last resort, this Ordinance shall have the full force and effect of law of the City of Cocoa, and violations shall be a non-criminal civil infraction, enforceable as follows:

(a) Prior to issuance of a code enforcement citation, the person will be asked to comply with this Ordinance or be able to explain how an exception in Section 4 applies to them.

(b) After the inquiry set forth in (a), a code enforcement citation may be issued for a violation of this Ordinance, and a civil penalty imposed against the violator as follows:

(1) For the first two (2) violations, a no penalty civil citation shall be issued against the violator.

(2) For the third and subsequent violations against the violator, a civil citation shall be issued with a penalty of fifty dollars ($50.00) for each violation. In lieu of paying the civil penalty, the violator may provide one (1) hour of community service to address needs within the City of Cocoa. The community service shall be determined by the City Manager and be required to benefit the community service needs of the City in some tangible way.

(c) The City reserves all other remedies available at law or equity to require compliance with this Ordinance including, but not limited to, injunctive relief, trespass and closure of public areas within the City's control.

Section 7. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict. Resolution No. 2020-172 which urged the public to wear face coverings is hereby superseded and expressly repealed by this Ordinance.

Section 8. Non-Codification of Ordinance. Because of the temporary emergency nature of this Ordinance, this Ordinance shall not be codified in the City Code.

Section 9. Severability; Conflicts; Applicability.

(a) If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

(b) Any provision within this Ordinance that conflicts with any State or Federal law or constitutional provision, or conflicts with or are superseded by a current or subsequently issued Executive Order of the Governor, the President of United States, or Brevard County shall be deemed inapplicable and deemed to be severed from this Ordinance, with the remainder of this Ordinance remaining intact and in full force and effect.

(c) This Ordinance has no application outside of the municipal boundaries of the City of Cocoa.

(d) Nothing contained herein shall require or allow a person to wear a Face Covering so as to conceal the identity of the wearer in violation of Chapter 876, Florida Statutes.

Section 10. Report to City Council; Sunset Ordinance. The City Council will periodically review this Ordinance approximately every thirty (30) days following the effective date of this Ordinance to determine whether this Ordinance should be terminated depending on the status of the COVID-19 emergency. The City Manager shall schedule the review on a regular or special meeting agenda. During this periodic review process, the City Council reserves the right to terminate this Ordinance by majority vote at any time, without notice.

Section 11. Effective Date. This Ordinance shall become effective at 12:01 a.m. on Saturday, August 15, 2020, and shall remain in effect until repealed by the City Council.

ADOPTED by the City Council of the City of Cocoa, Florida, in accordance with Section 166.041(3)(b), Florida Statutes by an affirmative vote of 2/3 of the City Council, in a regular meeting assembled on the 12th day of August, 2020.

Jake Williams Jr., Mayor

ATTEST:

Carie Shealy, City Clerk

ORDINANCE NO. 21-2020

AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA AMENDING EMERGENCY ORDINANCE NO. 13-2020 TO MODIFY THE DEFINITION OF FACE COVERING; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; NON-CODIFICATION; APPLICABILITY; SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, this is an emergency ordinance of the City Council of the City of Cocoa, Florida enacted pursuant to Section 166.041(3)(b), Florida Statutes and Section 2-54 of the City Code, and has been approved by at least 2/3 vote of the City Council; and

WHEREAS, the City Council previously adopted emergency Ordinance 13-2020 requiring face coverings in certain places open to the public due to the public health emergency declared related to the coronavirus ("COVID-19), and said Ordinance remains in full force and effect; and

WHEREAS, the City Council of Cocoa desires to modify the definition of face covering to include a face shield; and

WHEREAS, the City Council adopts by reference the findings made under Ordinance No. 13-2020 as if specifically set forth herein, and further finds that an emergency continues to exist and the immediate enactment of this Emergency Ordinance is necessary pursuant to Section 166.041(3)(b), Florida Statutes; and

WHEREAS, the City Council also finds that this Emergency Ordinance is necessary for the preservation of the public health, safety and welfare of the citizens and visitors of Cocoa.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby adopted by the City Council as material legislative findings of the City of Cocoa and are further fully incorporated herein by this reference as part of this Ordinance.

Section 2. Definitions. The following words used in Ordinance No. 13-2020 are hereby modified to have the meaning ascribed below (underlined type includes additions):

"Face Covering" shall mean a face shield or uniform piece of material, such as cotton, linen, polyester, that securely covers a person's nose and mouth and remains affixed in place without the use of one's hands, whether store bought or homemade, consistent with CDC guidelines. See https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/how-to-make-cloth-face-covering.html.

Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. Non-Codification of Ordinance. Because of the temporary emergency nature of this Ordinance, this Ordinance shall not be codified in the City Code.

Section 5. Severability; Conflicts; Applicability.

(a) If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

(b) Any provision within this Ordinance that conflicts with any State or Federal law or constitutional provision, or conflicts with or are superseded by a current or subsequently issued Executive Order of the Governor, the President of United States, or Brevard County shall be deemed inapplicable and deemed to be severed from this Ordinance, with the remainder of this Ordinance remaining intact and in full force and effect.

(c) This Ordinance has no application outside of the municipal boundaries of the City of Cocoa.

(d) Nothing contained herein shall require or allow a person to wear a Face Covering so as to conceal the identity of the wearer in violation of Chapter 876, Florida Statutes.

Section 6. Report to City Council in Conjunction with Ordinance No. 13-2020; Sunset Ordinance. Ordinance No. 13-2020, as amended by this Ordinance, shall remain in full force and effect. The City Council will periodically review this Ordinance in

conjunction with Ordinance No. 13-2020 approximately every thirty (30) days following the effective date of this Ordinance to determine whether this Ordinance should be terminated depending on the status of the COVID-19 emergency. The City Manager shall schedule the review on a regular or special meeting agenda. During this periodic review process, the City Council reserves the right to terminate this Ordinance by majority vote at any time, without notice.

Section 7. **Effective Date.** This Ordinance shall become effective immediately upon adoption and shall remain in effect until repealed by the City Council.

ADOPTED by the City Council of the City of Cocoa, Florida, in accordance with Section 166.041(3)(b), Florida Statutes by an affirmative vote of 2/3 of the City Council, in a regular meeting assembled on the 8th day of December, 2020.

Michael C. Blake, Mayor

ATTEST:

Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	21-288	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Council Busines
File created:	4/5/2021			**In control:**	City Council
On agenda:	4/13/2021			**Final action:**	
Title:	Consideration of Resolution No. 2021-029, designating a portion of S.R. 520 as the Sgt. George Lee Taylor, Sr. Memorial Highway. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Highway Designation-Sgt. George Lee Taylor Sr..docx				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 5, 2021
Agenda Date: April 13, 2021
Prepared By: Carie Shealy, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Consideration of Resolution No. 2021-029, designating a portion of S.R. 520 as the Sgt. George Lee Taylor, Sr. Memorial Highway

BACKGROUND:

The City of Cocoa recently received a request from Representative Tyler Sirois to designate a portion of S.R. 520 as the Sgt. George Lee Taylor, Sr. Memorial Highway. They are requesting this designation in the form of a Resolution.

The said area being requested for designation is the following:

"that said portion of S.R. 520/W. King Street (70100000) between S.R. 501/Clearlake Road and S.R. 519/Fiske Blvd. in Brevard County as "Sgt. George Lee Taylor, Sr. Memorial Highway."

Sgt. Taylor is a U.S. Army Veteran and Philanthropist who was always eager to help others. He, along with his team at National Veterans Homeless Support took care of homeless veterans in the Brevard County community for decades and also worked very closely with every organization possible to help improve the lives of veterans throughout Brevard County.

Many of the veterans he helped would not be around today if it were for not for him, as he changed the lives of thousands of them.

Sgt. Taylor not only served in country in Vietnam, but later served his brothers and sisters of the military by ensuring that they were loved for, cared for, and were safe. Sgt. Taylor worked endlessly to search for veterans and worked countless hours to help get veterans the resources they needed to survive. He never took “no” for an answer. Sgt. George Lee Taylor, Sr. passed away in May, 2020.

The attached Resolution is showing the City of Cocoa’s support for the Sgt. George Lee Taylor, Sr. Memorial Highway designation. If approved, the City Clerk will forward a copy of the Resolution to the Brevard County Legislative Delegation and to the Tourism, Infrastructure & Energy Subcommittee w/ Florida House of Representatives.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council has supported various requests throughout the years by Resolution as they are brought forth to the City for consideration.

RECOMMENDED MOTION:

Consideration of Resolution No. 2021-029, designating a portion of S.R. 520 as the Sgt. George Lee Taylor, Sr. Memorial Highway

RESOLUTION NO. 2021-029

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, SUPPORTING THE DESIGNATION OF A PORTION OF S.R. 520 AS THE "SGT. GEORGE LEE TAYLOR SR., MEMORIAL 33 HIGHWAY", IN RECOGNITION AND HONOR OF THE CONTRIBUTIONS AND ACHIEVEMENTS BY SGT. GEORGE LEE TAYLOR, SR.

WHEREAS, Sgt. George Lee Taylor, Sr., is a U.S. Army Veteran and Philanthropist, who, along with his team from National Veterans Homeless Support took care of homeless veterans in the Brevard County community; and

WHEREAS, Sgt. George Lee Taylor, Sr. and his team worked closely with every possible organization to the improve the lives of veterans throughout Brevard County; and

WHEREAS, Sgt. George Lee Taylor, Sr., through selfless acts, changed the lives of thousands of homeless veterans; and

WHEREAS, Sgt. George Lee Taylor, Sr., served his country in Vietnam and later served his brothers and sisters of the military by making sure that they were loved, cared for, and safe; and

WHEREAS, the City Council of the City of Cocoa has considered a request to the State of Florida to designate "That portion of S.R. 520/W. King Street between S.R. 501/Clearlake Road and S.R. 519/Fiske Boulevard in Brevard 32 County is designated as "Sgt. George Lee Taylor, Sr., Memorial 33 Highway."; and

WHEREAS, the City Council of the City of Cocoa deems it appropriate to recognize, honor. and celebrate the contributions and achievements of Sgt. George Lee Taylor, Sr.

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

Section 1. The City of Cocoa seeks Memorial Highway Designation of "That portion of S.R. 520/W. King Street between S.R. 501/Clearlake Road and S.R. 519/Fiske Boulevard in Brevard 32 County is designated as "Sgt. George Lee Taylor, Sr., Memorial 33 Highway."

Section 2. The City of Cocoa respectfully requests the support of the Brevard County Legislative Delegation in its efforts to recognize, honor, and celebrate the contributions and achievements of Sgt. George Lee Taylor, Sr., through Memorial Highway Designation of S.R. 520 (W. King Street) for that portion of said road located within the city limits of the City of Cocoa.

Section 3. This Resolution shall become effective immediately upon passage.

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 13th day of April, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	21-289	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	4/6/2021			**In control:**	City Council
On agenda:	4/13/2021			**Final action:**	
Title:	Consider the Reappointment of Marlene Weiss & Jennifer Riggs as members of the Sustainability Advisory Board through February, 2024. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04_09_2021 Intent to Reapply-Riggs.pdf 04_05_2021 Intent to Serve-Weiss.pdf Sustainability Advisory Board Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 6, 2021
Agenda Date: April 13, 2021
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Reappointment of Marlene Weiss & Jennifer Riggs as members of the Sustainability Advisory Board through February, 2024..

BACKGROUND:

The Sustainability Advisory Board was established by Resolution No. 2017-137. The Resolution states that there should be no more than eleven (11) members and no less than five (5). The Sustainability Advisory Board currently has two (2) vacancies.

Ms. Marlene Weiss has been a member of the Sustainability Advisory Board since its beginning and has submitted her intent for reappointment. She currently meets all of the qualifications for serving on a City board and if reappointed, her term will be through February, 2024.

Ms. Jennifer Riggs has been a member of the Board since its beginning and is the current Chairperson. She has submitted her intent for reappointment. She currently meets all of the qualifications for serving on a City board and if reappointed, her term will be through February, 2024.

A current Board roster is attached along with Ms. Weiss's updated board application and Intent to Serve.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council appoints and reappointments to boards and committees as vacancies arise and expirations occur.

RECOMMENDED MOTION:

Consider the Reappointment of Marlene Weiss & Jennifer Riggs as members of the Sustainability Advisory Board through February, 2024..

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1], be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: Jennifer Riggs Application Date: 3.28.21

Street Address, Including Zip Code: 1629 N. Indian River Dr.

District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 ____ District 2 ____ District 3 ____ District 4 ____

Telephones: Home: _____ Work: _____ Pager: _____ Cell: 414.698.8750

Place of Business: —

Title/Position Held: _____

Date of Birth[2] 5.21.71

Email Address: jlovitt+riggs@gmail.com

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Planning & Zoning Board
	Board of Adjustment		Police Community Relations Advisory Board
	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Diamond Square)
	Housing Authority		Redevelopment Agency (US 1)
	Pension Board - Fire	X	Sustainability Advisory Board
	Pension Board - General Employees		Utilities Advisory Board
	Pension Board – Police		

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	X	No	
Do you own property or a business in Cocoa?	Yes	X	No	
Are you registered to vote in Brevard County, Florida?	Yes		No	X
Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any				

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

plea of no contest shall be considered a conviction for purposes of this question. Yes ____ No ____

If yes, have your civil rights been restored? Yes ____ No ____
Do you consent to a standard criminal background check? Yes ____ No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ____ No X
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No X
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No X

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

I am interested in continuing to help Cocoa focus on the triple win of socially equitable, economically vibrant, and environmentally sound as it seeks to increase its participation in grants and smart growth in Cocoa.

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

____ African-American
____ Asian-American
____ Hispanic-American
____ Native American
____ Caucasian

GENDER

____ Male
X Female

DISABILITY

____ Physically Disabled

In response to inquiry by the Office of the City Clerk, I, Jennifer Riggs

__X__ seek reappointment

_____ do not seek reappointment

as a member of the Sustainability Advisory Board for the City of Cocoa for a three-year term.

Sincerely,

_____

Jennifer Riggs

Additional Comments: _____

_____

_____

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

In response to inquiry by the Office of the City Clerk, I, Marlene Weiss

✓ seek reappointment

_____ do not seek reappointment

as a member of the Sustainability Advisory Board for the City of Cocoa for a three-year term.

Sincerely,

Marlene Weiss

Marlene Weiss

Additional Comments: _____

_____

_____

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

RECEIVED
Office of the City Clerk
APR 05 2021
Time: 08

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1], be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: Marlene Weiss Application Date: April 1, 2021

Street Address, Including Zip Code: 2415 Tulane Dr.

District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 ____ District 2 ____ District 3 ____ District 4 ____

Telephones: Home: _____ Work: _____ Pager: _____ Cell: 321-298-5831

Place of Business: Natural Healing

Title/Position Held: Owner

Date of Birth[2] 6-17-70

Email Address: naturalhealingmassage@gmail.com

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Planning & Zoning Board
	Board of Adjustment		Police Community Relations Advisory Board
	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Diamond Square)
	Housing Authority		Redevelopment Agency (US 1)
	Pension Board - Fire	✓	Sustainability Advisory Board
	Pension Board - General Employees		Utilities Advisory Board
	Pension Board – Police		

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	✓	No	____
Do you own property or a business in Cocoa?	Yes	✓	No	____
Are you registered to vote in Brevard County, Florida?	Yes	✓	No	____

Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any
no

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

plea of no contest shall be considered a conviction for purposes of this question. Yes ____ No ✓

If yes, have your civil rights been restored? Yes ____ No ✓
Do you consent to a standard criminal background check? Yes ✓ No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ____ No ✓
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No ✓
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No ✓

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

Health is area of intrest and expertise

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

____ African-American
____ Asian-American
____ Hispanic-American
____ Native American
✓ Caucasian

GENDER

____ Male
✓ Female

DISABILITY

____ Physically Disabled

Sustainability Advisory Board (established by Resolution No. 2017-137) Meets on the First Thursday of the Month				**Expiration**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Jennifer L. Riggs Chairperson	1629 N. Indian River Drive Cocoa, FL 32922 District 2 jlovittriggs@gmail.com	414-698-8750	02/27/18 appointed	02/27/2021
Kristina Jackson (Fulfilling term of L. Koss)	205 Westchester Drive Cocoa, FL 32926 drpepperfn23@gmail.com	316-708-5170 (home & cell)	11/10/2020 Appointed	02/27/2021
Joy Rutherford (Fulfilling term of Gisele Nieman)	234 Willard St. Cocoa, FL 32922 (business address) 40 Carib Dr., Merritt Island, FL 32952 joytford@gmail.com	954-549-5574	11/10/2020 appointed	02/27/2021
Dawn (Paige) Horr (Fulfilling term of Susan Hushla)	5672 Saratoga Lane Cocoa, FL 32926 Paige.horr@live.com	321-302-9498 hm	01/12/2021 appointed	04/24/2021
Marlene Weiss Committee member	2415 Tulane Drive Cocoa, FL 32926 District 3 naturalhealingmassage@gmail.com	321-298-5831	02/27/18 appointed	02/27/2021
Linda Gombert (Fulfilling term of Trina Gilliam)	2323 Elon Drive Cocoa, FL 32926 gombert@bellsouth.net	321-639-4017 hm & wk 321-446-9338 cell	06/26/19 appointed	04/24/2021
Angelique Rinaldi (Fulfilling term of Paul Johnson) (2/3 of members outside of Cocoa)	806 Switchgrass Island Road Cocoa, FL 32926 Angelique.rinaldi@myfloridahouse.gov	321-615-7397 hm	06/26/19 appointed	08/14/2021
VACANCY (seat vacated by Robert Musser)			04/24/18 appointed	04/24/2021
Josephine Shim Committee member (1/3 of members outside of Cocoa)	4010 Dakota Avenue Cocoa, FL 32926 Shimjo2001@yahoo.com	321-636-4493 (hm) 321-431-9932 (cell)	04/24/18 appointed	04/24/2021
VACANCY ~~Kaylyn Palmer~~ ~~Vice Chairperson~~ (resigned 4/5/2021)	~~1167 S. Park Ave., Titusville, FL 32780~~ ~~KAYLYN22699@gmail.com~~	~~321-458-4576~~ ~~hm~~	~~12/11/19~~ ~~appointed~~	~~02/27/2021~~

~~(Fulfilling term of William Childs)~~ ~~(3/3 of members outside of Cocoa)~~				
Jennifer Kenny	1917 Quail Ridge Ct., #1901 Cocoa, FL 32926	321-277-9385	03/23/2021 appointed	03/23/2024
LIAISON	Councilmember Koss	474-8445	Updated 03/2021	
Counsel: Kristin Eick	Garganese, Weiss, D'Agresta & Salzman	(407) 425-9566		
RECORDING SECRETARY	Christine Kuhn	433-8502	Updated 03/2021	

Legislation Details (With Text)

File #:	21-256	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	City Business
File created:	3/22/2021			**In control:**	City Council
On agenda:	4/13/2021			**Final action:**	
Title:	Approve the establishment of the City of Cocoa Roadside Memorial Marker Program Policy. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa Roadside Memorial Marker Program Policy.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 22, 2021
Agenda Date: April 13, 2021
Prepared By: Abigail Morgan, P.E., Assistant City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Approve the establishment of the City of Cocoa Roadside Memorial Marker Program Policy.

BACKGROUND:

The Cocoa Roadside Memorial Marker Program will commemorate those who have died as a result of a vehicle, bicycle, or pedestrian related accident on a roadway under the jurisdiction of the City of Cocoa. In an effort to increase public awareness of roadway safety, the Cocoa Roadside Memorial Marker Program Policy allows the placement of memorial markers within the City right-of-way. The purpose of this program and policy statement, if adopted by City Council, is to establish the guidelines for the process and placement of standardized roadside memorials.

The program will allow memorial markers to remain on the right-of-way for up to one year and the City reserves the right to have them removed due to construction or other maintenance needs. The marker location will be determined based on the location where the fatality occurred. The marker placement may be adjusted due to restricted space, safety concerns, property owner complaints, or other constraints. The City will install markers only on designated City roads and does not have the authority to place them on State or County roads.

The policy states that requests for memorial markers may be made by immediate family members or friends, with requests from friends requiring the approval of the deceased's immediate family. The City would absorb all costs for the construction, installation, and maintenance of the markers.

The Florida Department of Transportation, Brevard County, and several municipalities throughout the state have similar Roadside Memorial Marker Programs.

STRATEGIC PLAN CONNECTION:

GOAL 2.1 of the Comprehensive Plan states, “The City shall provide a safe, efficient, and comprehensive multimodal transportation system available to all residents of and visitors to the City of Cocoa.”

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	N/A

The anticipated budgetary impact for this is $250.00 annually.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Approve the establishment of the City of Cocoa Roadside Memorial Marker Program Policy.

powered by Legistar™

Effective: April 13, 2021

By completing and signing this form you confirm, that you have read and agreed to the ***Roadside Memorial Marker Program Policy Statement*** *on page 2 of this form*

ROADSIDE MEMORIAL PROGRAM POLICY CRITERIA

- Any person that has died as a result of a motor vehicle, pedestrian, or bicycle crash on segments of roadways under the jurisdiction of the City of Cocoa is eligible to have a memorial sign erected in his or her honor.
- Requests for a memorial marker shall be submitted in writing to the Public Works Streets Division by completing and e-mailing this Memorial Marker Request Application to PublicWorks@cocoafl.org. Requests may be made by immediate family members or friends. All forms must be signed by a family member. If a friend is submitting the request on behalf of a family, a signed letter is to be provided by the immediate family to authorize the submission of this application.
- Memorial markers will be allowed to remain in place for one year after installation unless earlier removal is necessitated by construction activities.
- Memorial markers will be designed, constructed and installed by the Public Works Streets Division. The Streets Division will be responsible for designing the sign and ensuring proper and safe placement – the exact location will be at the discretion of the City. Incident location will be verified by City Staff prior to the approval of this application and placement of the sign. Memorial markers will not be allowed within the limits of active construction work zones.

	ROADSIDE MEMORIAL MARKER APPLICATION	Please return completed form to: **City of Cocoa Public Works** **Streets Division** **155 N Wilson Ave.** **Cocoa, FL 32922**

Location of Crash:			
Date of Crash:	Name of Deceased:		
Safety Message requested on Sign (Pick One): ☐ Buckle Up ☐ Drive Safely ☐ Don't Drink & Drive ☐ Stay Alert ☐ Don't Text & Drive ☐ Speeding Kills ☐ Watch The Road			
Name of Person Requesting Sign:	Relationship to Deceased:		
Street Address:	City:	State:	Zip Code:
Daytime Phone Number:	Evening Phone Number:	E-mail Address:	
I/We have read and agreed to the ***Roadside Memorial Marker Program Policy Statement*** *on page 2*			
Signature of person requesting sign:	Date Requested:		
Family Member Name:	Relationship to Deceased:	Immediate Family Member Authorization Signature:	

Office Use Only					
Sign Location in Residential Area?	Yes	No	Abutting Resident's Approval Obtained?	Yes	No
	Signature		Date		
Application Approved					
Sign Posted					
Sign Removed					

City of Cocoa

Roadside Memorial Marker Program Policy Statement

Purpose:

The purpose of this policy is to establish the guidelines for the placement of standardized roadside memorials for people that have died as a result of a motor vehicle, pedestrian or bicycle crash on roadways under the jurisdiction of the City of Cocoa.

Authority:

The City of Cocoa Public Works Street Division is responsible for the implementation of the Roadside Memorial Marker Program.

Effective Date:

This policy will be effective upon the formal adoption by the City of Cocoa City Council.

Scope:

The installation of a roadside memorial marker will be processed in accordance with the following:

1. Request

Requests for a memorial marker shall be submitted in writing to the Public Works Streets Division by filling out a Memorial Marker Request Form. The form will be available online from the City's website or by calling the City. Requests may be made by immediate family members or friends.

Please note, requests from friends require written approval from the deceased's immediate family.

2. Installation

Memorial markers will be designed, constructed and installed by the Cocoa Public Works Streets Division. The Streets Division will be responsible for designing the sign and ensuring proper and safe placement – the exact location will be at the discretion of the City.

Memorial markers will not be allowed within the limits of active construction work zones.

There shall be no activities while the memorial marker is in place that pose a safety hazard to the public or that violates any provision of Chapter 316 of the Florida Statutes concerning stopping, standing, parking, or obstruction of traffic on public roads.

Memorial Markers will only be installed on roadways under the jurisdiction of the City of Cocoa residential areas where fatalities occurred with the written permission of the property owner whose property is abutting the right of way where the memorial is to be placed. The applicant is to provide this permission or approval from the property owner abutting the right of way with this application.

The applicant will be notified once the installation is complete.

3. Time Period

Memorial markers will be allowed to remain in place for one year after installation unless earlier removal is necessitated by construction activities. After one year the sign will be removed by City forces.

4. Sign Design

The memorial marker shall be a 15" diameter aluminum sign with a white background and black letters. The sign message will state "Selected Safety Message From Application – In loving memory of [First and last name]", and the family will have the option of adding the deceased's name to the sign. The sign will be mounted at a height of 3.5' (42") from the ground to the top of the sign.



5. Cost

The City will incur the cost of design, construction, installation, maintenance, and removal of the memorial marker. The City will retain ownership of the sign upon removal.

Legislation Details (With Text)

File #:	21-274	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	City Business
File created:	3/30/2021			**In control:**	City Council
On agenda:	4/13/2021			**Final action:**	
Title:	Approval of the proposed loan terms and conditions for the “Local Government Area of Opportunity” funding in the amount of $354,000 for the Retreat at Cocoa Commons Senior Affordable Housing Project; and Authorize the City Manager to finalize and execute required legal documents. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	October 23, 2019 City Clerk Journal Page 3.pdf Local Government Verification of Contribution Form.pdf Retreat Request for LGAO letter 3-30-21.pdf Retreat at Cocoa Commons update to city council 4-13-2021.pdf HUD Reg Agmnt Surplus Cash Note.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 30, 2021
Agenda Date: April 13, 2021
Prepared By: Nancy A. Bunt, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approval of the proposed loan terms and conditions for the “Local Government Area of Opportunity” funding in the amount of $354,000 for the Retreat at Cocoa Commons Senior Affordable Housing Project; and Authorize the City Manager to finalize and execute required legal documents.

BACKGROUND:

On October 23, 2019, City Council approved “Local Government Area Of Opportunity” support for the Retreat At Cocoa Commons project in the amount of $354,000. This “Local Government Area Of Opportunity” designation form was submitted by Arbour Valley Communities as part of their application to the Florida Housing Finance Corporation’s (FHFC) 9% Low Income Housing Tax Credits Request for Applications (RFA) 2019-113. The RFA cycle began August 6, 2019 and applications were due November 5, 2019. The Retreat at Cocoa Commons Project was 1 of 11 awarded funding out of 184 applications.

The Retreat at Cocoa Commons is located just west of Cocoa Commons on SR 524. The

development consists of 96 units; 48 one-bedroom/one bath units (rents range between $285 and $885 per month) and 48 two-bedroom/two bath units (rents range between $350 and $985 per month). The one-bedroom units shall be approximately 944 gross square feet and the two-bedroom units shall be approximately 1275 gross square feet.

The buildings will be three (3) stories with elevators. The project will be fully ADA compliant and will include typical seniors-oriented features throughout common areas and units, such as grab bars, properly sized toilets, adjustable shelving, accessible showers, lower light switches, pull-for-assistance cords, and other desirable features. Additional features include, but are not limited to:

- All Electric Energy Star Appliances
- Central HVAC Heat Pumps
- Dishwashers
- Washer and Dryer Connections
- Upgraded Kitchen Cabinets

Development Amenities include but are not limited to:

- Community Center
- Meeting Area with Kitchen
- On site management and maintenance
- Business Center
- Workout/ yoga rooms
- Gym Facility
- Craft/ Knitting/ Sitting Room
- Community Gardens
- Open Space with Walking Trails
- Covered Pavilion with Grills

All the units shall be restricted to seniors (person 62 and older) earning between 30% and 80% of the Area Median Income (AMI). An elderly household of one will qualify with an income between $14,550 (30% AMI) and $38,800 (80% AMI). An elderly household of two will qualify with an income between $16,620 (30% AMI) and $44,320 (80% AMI). Ten percent (10%) of the units must be occupied by seniors earning 30% or less of the AMI. Fifty percent (50%) of those units must be occupied by seniors with special needs.

As stated in the October 23, 2019 agenda item, *"the terms and conditions of the loan will still need to be negotiated with the developer…."* According to FHFC rules, the following cannot be considered sources of Local Government Area of Opportunity funding:

- In-kind donations or any other donation of property or asset's;
- Waiver or deferral of any fees;
- Contributions from an Applicant or Developer or Principal, Affiliate or Financial Beneficiary of an Applicant or a Developer; or
- A contribution from a Public Housing Authority (PHA);
- Donation of land

The project is in the site plan approval process with the City and is now formalizing its financing,

which includes tax credit equity, a HUD/FHA first mortgage loan, and the Local Government Area of Opportunity loan. The developer has met with the City Manager and Community Services Director and is proposing the following terms and conditions for the LGAO loan:

- $354,000 general fund loan to property ownership entity, given at the time of the project's final Certificate of Occupancy
- 1% annual interest rate
- 30% of surplus cash to be used towards loan repayment
- Annual payment until loan has been paid off with interest

The current development budget projects the full repayment of the loan, with interest, at approximately Year 20. However, this could change based on surplus cash but will in no way extend beyond 40 years, a requirement of the project's HUD/FHA loan. Additional requirements of the HUD/FHA loan are that the city cannot place a lien on the property, nor can the City set a specific loan term.

The proposed project will be subject to HUD/FHA Multi-Family Program requirements, and presents a relatively unique project being funded in Cocoa. For the Developer to proceed with this project, the Developer will be required to execute program documents required by HUD including a Regulatory Agreement, Security Agreement, and other lending agreements prior to proceeding with the construction of project. Based on these Program requirements, the $354,000 loan commitment provided by the City will be repaid only through surplus funds from the project. The Developer will be required to provide the City with a HUD form-based Surplus Cash Note. A copy of the form Regulatory Agreement and Surplus Cash Note are attached to this Agenda Item. The Developer's Surplus Cash funds generated from the project are defined and determined under Section 13 of the Regulatory Agreement, and are required to be reported to HUD. Distribution of Surplus Cash funds are permitted as specified by HUD requirements, and the future availability of these funds from the project will be the only source of revenue to repay the City.

Given HUD's involvement in this project, Council should be aware that the Cash Surplus Note provided by the Developer to repay the City is not a traditional commercial security interest and is considered subordinated debt. It is a limited pledge to repay the City and the City has limited recourse against the Developer and the project in the event of default. Repayment of the City's funds from cash surplus will be subject to and dependent upon the Developer's successful operation and management of the project and Developer's compliance with HUD project guidelines governing the project. Therefore, there is a risk of nonpayment if the project poorly performs.

Disbursement of the City's loan of $354,000 will be contingent upon the Developer obtaining applicable certificates of occupancy for the project.

In the event that the project does not proceed or is significantly delayed, Staff will present a subsequent agenda item for Council to consider whether the loan commitment should be readdressed.

STRATEGIC PLAN CONNECTION:

Community Development (Redevelopment of the City's Core) - Supporting these projects the City will raise the quality of life for all its elderly residents, especially those underserved and disadvantaged.

BUDGETARY IMPACT:

Once the loan terms are established, staff would then bring an agenda item to transfer the funds from General Fund Reserves to an expense account to loan the monies. The loan would be paid to the project Developer at the time the last Certificate of Occupancy is issued.

PREVIOUS ACTION:

On October 23, 2019, City Council approved “Local Government Area of Opportunity” support for the Retreat at Cocoa Commons project in the amount of $354,000.

RECOMMENDED MOTION:

Approval of the proposed loan terms and conditions for the “Local Government Area of Opportunity” funding in the amount of $354,000 for the Retreat at Cocoa Commons Senior Affordable Housing Project; and Authorize the City Manager to finalize and execute required legal documents.

- **Approved.**

6. Request approval of new administrative services agreement for ICMA-RC 457(b) and 401(a) Plan and agreements to add new Managed Account Services and Roth IRA plan options for employees. (19-494). (Administrative Services Director)

   - **Approved.**

7. Authorization request for the City Manager to approve a purchase order to continue the services of Jerry Sansom, State Lobbyist, for FY19/20. (19-512). (Administrative Services Director)

   - **Approved. Agreement to be executed and distributed as necessary.**

VII. PUBLIC HEARINGS:

- **None.**

VIII. COUNCIL BUSINESS:

1. Seek Council direction to extend Resolution 2019-031 providing for a temporary waiver of building permit fees related to building or structural damage caused by the hail storm that occurred on March 27, 2019 for an additional 90 days. (19-502). (Community Services Director)

   - **It was Council's decision to not continue the program. No action was taken on this item. Resolution No. 2019-031 will expire in six months automatically.**

2. Seek Council direction to provide a "Local Government Area of Opportunity" for one of the two applicants seeking Florida Housing Finance Corporation's (FHFC) 9% Low Income Housing Tax Credits Request for Applications (RFA). Staff recommends supporting Housing Trust Group (HTG). (19-503). (Community Services Director)

   - **It was Council's decision to support the Retreat at Cocoa Commons, on SR 524, Arbour Valley Development.**

3. Provide staff direction on the reconstruction of the Dr. Joe Lee Smith swimming pool. (19-507). (Assistant City Manager)

FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – LOAN FORM

Name of Development: Retreat at Cocoa Commons

Development Location: South of the intersection of FL SR-524 and London Boulevard, Cocoa, FL 32926
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The City/County of Cocoa, commits $ 354,000.00 (which may be used as an FHFC Non-Corporation Funding Proposal in an Application for FHFC funding if it meets the required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

The net present value of the above-referenced loan, based on its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: $_____.

No consideration or promise of consideration has been given with respect to the loan. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

_____
Signature

Jake Williams, Jr.
Print or Type Name

Mayor
Print or Type Title

NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development.

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

(Form Rev. 07-2019)

FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION THAT DEVELOPMENT IS CONSISTENT WITH ZONING AND LAND USE REGULATIONS

Name of Development: Retreat at Cocoa Commons

Development Location: South of the intersection of FL SR-524 and London Boulevard, Cocoa, FL 32926

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

Number of Units in the Development: 96

This number must be equal to or greater than the number of units stated by the Applicant in Exhibit A of the RFA.

The undersigned service provider confirms that, as of the date that this form was signed, the above referenced Development's proposed number of units, density, and intended use are consistent with current land use regulations and zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a legally non-conforming use. To the best of my knowledge, there are no hearings or approvals required to obtain the appropriate zoning classification. Assuming compliance with the applicable land use regulations, there are no known conditions that would preclude construction or rehabilitation of the referenced Development on the proposed site.

CERTIFICATION

I certify that the City/County of Cocoa (Name of City/County) has vested in me the authority to verify consistency with local land use regulations and zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a "legally non-conforming use" and I further certify that the foregoing information is true and correct. In addition, if the proposed Development site is in the Florida Keys Area as defined in Rule Chapter 67-48, F.A.C., I further certify that the Applicant has obtained the necessary Rate of Growth Ordinance (ROGO) allocations from the Local Government.

Nancy A Bunt
Signature

NANCY A BUNT
Print or Type Name

10-29-2019
Date Signed

Community Services Director
Print or Type Title

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, appointed official (staff) responsible for determination of issues related to comprehensive planning and zoning, City Manager, or County Manager/Administrator/Coordinator. Signatures from local elected officials are not acceptable, nor are other signatories. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

(Form Rev. 8-18)

FLORIDA HOUSING FINANCE CORPORATION
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - ROADS

Name of Development: Retreat at Cocoa Commons

Development Location: South of the intersection of FL SR-524 and London Boulevard, Cocoa, FL 32926

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

The undersigned service provider confirms that, as of the date that this form was signed, the above referenced Development Location met the following:

1. Existing paved roads provide access to the proposed Development or paved roads will be constructed as part of the proposed Development;
2. There are no impediments to the proposed Development using the roads other than payment of impact fees or providing curb cuts, turn lanes, signalization, or securing required final approvals and permits for the proposed Development; and
3. The execution of this verification is not a granting of traffic concurrency approval for the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct.

Nancy A Bunt
Signature

City of Cocoa
Name of Entity Providing Service

NANCY A. BUNT
Print or Type Name

Community Services Director
Print or Type Title

65 Stone St., Cocoa, FL 32922
Address (street address, city, state)

10-29-2019
Date Signed

321-433-8571
Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

(Form Rev. 8-18)

March 30, 2021

Nancy Bunt
Community Services Director
Planning and Zoning Administrator, City of Cocoa
65 Stone Street
Cocoa, FL 32922

Dear Ms. Bunt:

Great to catch up with you this afternoon and yes, very exciting to have The Retreat at Cocoa Commons moving along the development process. This 96-unit affordable housing development for seniors, which will be located adjacent to the Publix-anchored Cocoa Commons shopping center, is going to be great for the community.

As you know The Retreat was supported by the City of Cocoa as a Local Government Area of Opportunity development in the competition for tax credits from Florida Housing Finance Corporation (FHFC), with a financial commitment of $354,000 (the amount dictated by FHFC, based on county size). This local government support was tremendously beneficial, contributing to the tax credit application being awarded – one of 11 out of 184 applicants.

Typically, because these affordable housing developments are funded primarily with tax credits, have restricted rents so as to accommodate those earning as little as 30% of the Area Median Income, and operate on a very thin margin, developers seek the FHFC-required local government financial support in the form of a grant or a forgivable loan.

This affordable housing development has a HUD/FHA loan, which requires that any secondary financing, such as a local government "loan," be in the form of a surplus cash note. This requires that a certain percentage of the property's available cash flow be used to pay back the local government loan, together with interest.

We are requesting that the already-approved Local Government Contribution of $354,000 for the Retreat at Cocoa Commons, be in the form of a loan with the following terms:

- $354,000 loan to property ownership entity, given at the time of the project's full C/O
    - The loan can be from any source, but it cannot be in the form of fee waivers, or any other kind of credit or in-kind value
- 1% annual interest rate
- 25% of surplus cash to be used towards loan repayment, annually
- The current development budget projects the full repayment of the loan, with interest, at approximately Year 26.

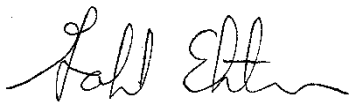
Arbour Valley
COMMUNITIES

Nancy as you know we are moving forward strongly with the Retreat at Cocoa Commons. Our site plan approval PZ meeting should be in the next 30-45 days, our building permit plan-set should be submitted to the building department within the next couple weeks, and our HUD financing application process is well underway. This is a very important project for a very deserving renter population and we can't wait to deliver it to Cocoa.

Thanks for all the great support you and your staff have provided -- I look forward to seeing you at the next City Council meeting in order to stay on our timeline.

Please let me know any questions, and thank you again.

Sincerely,



Gabe Ehrenstein
Principal

RETREAT AT COCOA COMMONS

96 unit Affordable Housing Community for Seniors

Cocoa, Florida

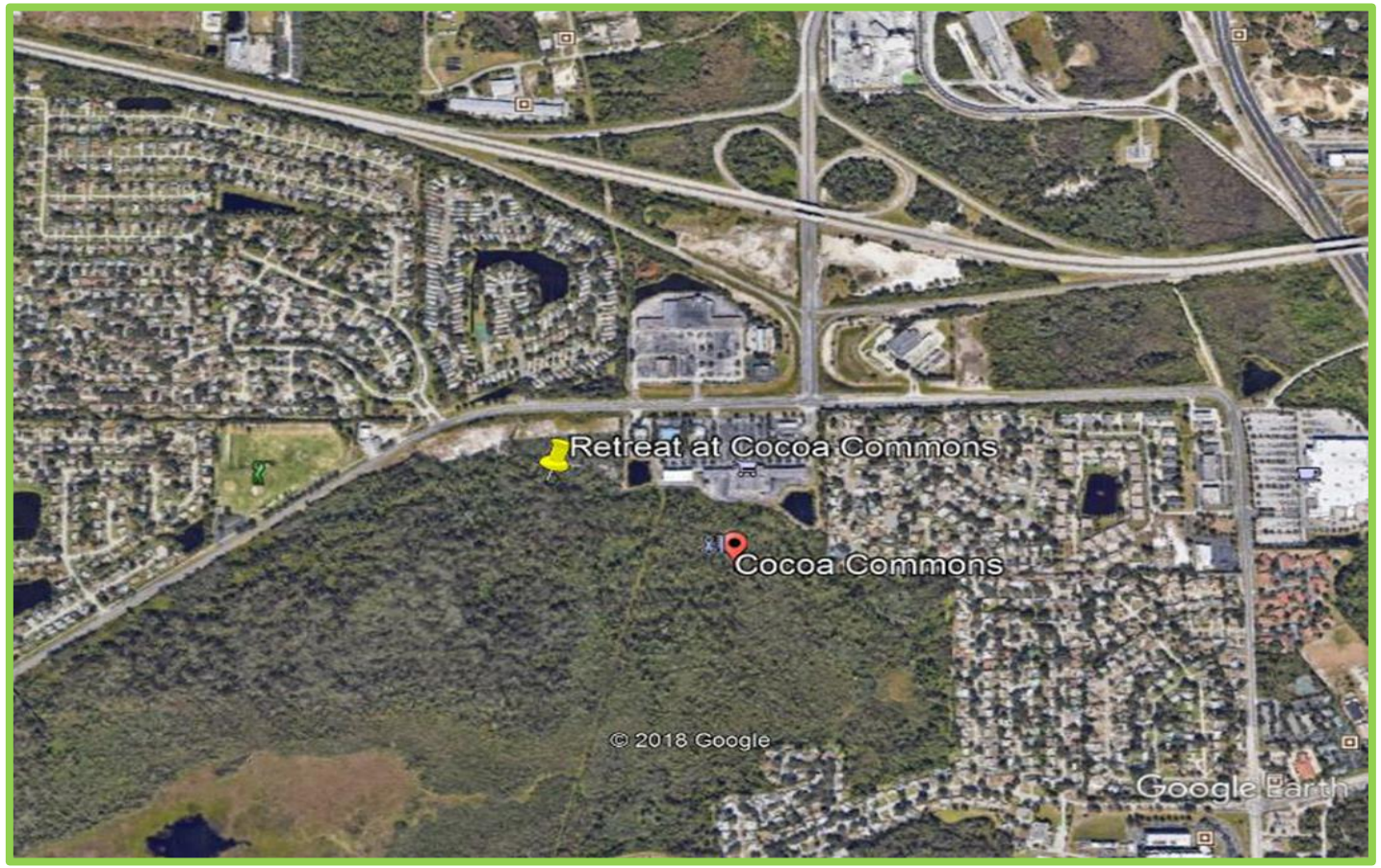
Arbour Valley
COMMUNITIES

Development Overview

- 96 unit new-construction multifamily affordable housing development in Cocoa, Brevard County, Florida
- Selected by City of Cocoa for Local Government Area of Opportunity support
- Targeted to Seniors 62+, with incomes between 30% and 80% of Area Median Income. May possibly target Seniors 55+, with incomes between 50% and 60% of Area Median Income.
- Fully-amenitized property with 1-bedroom and 2-bedroom layouts, 9-foot ceilings, and community recreational areas
- Emphasis on wellness, energy efficiency, and sustainability
- Outstanding location on SR 524 adjacent to Cocoa Commons Shopping Center with its Publix and various other services
- Truly walkable with easy access to all areas of Cocoa and the Space Coast
- Site fronts quiet Preserve/Conservation area already dedicated to the City

Arbour Valley
COMMUNITIES

Development Location



Arbour Valley
COMMUNITIES

Community Services



Walking Distance

- Bus Stop
- Publix
- PNC Bank
- 7 eleven
- McDonalds
- CVS
- Cocoa Commons Shopping Center

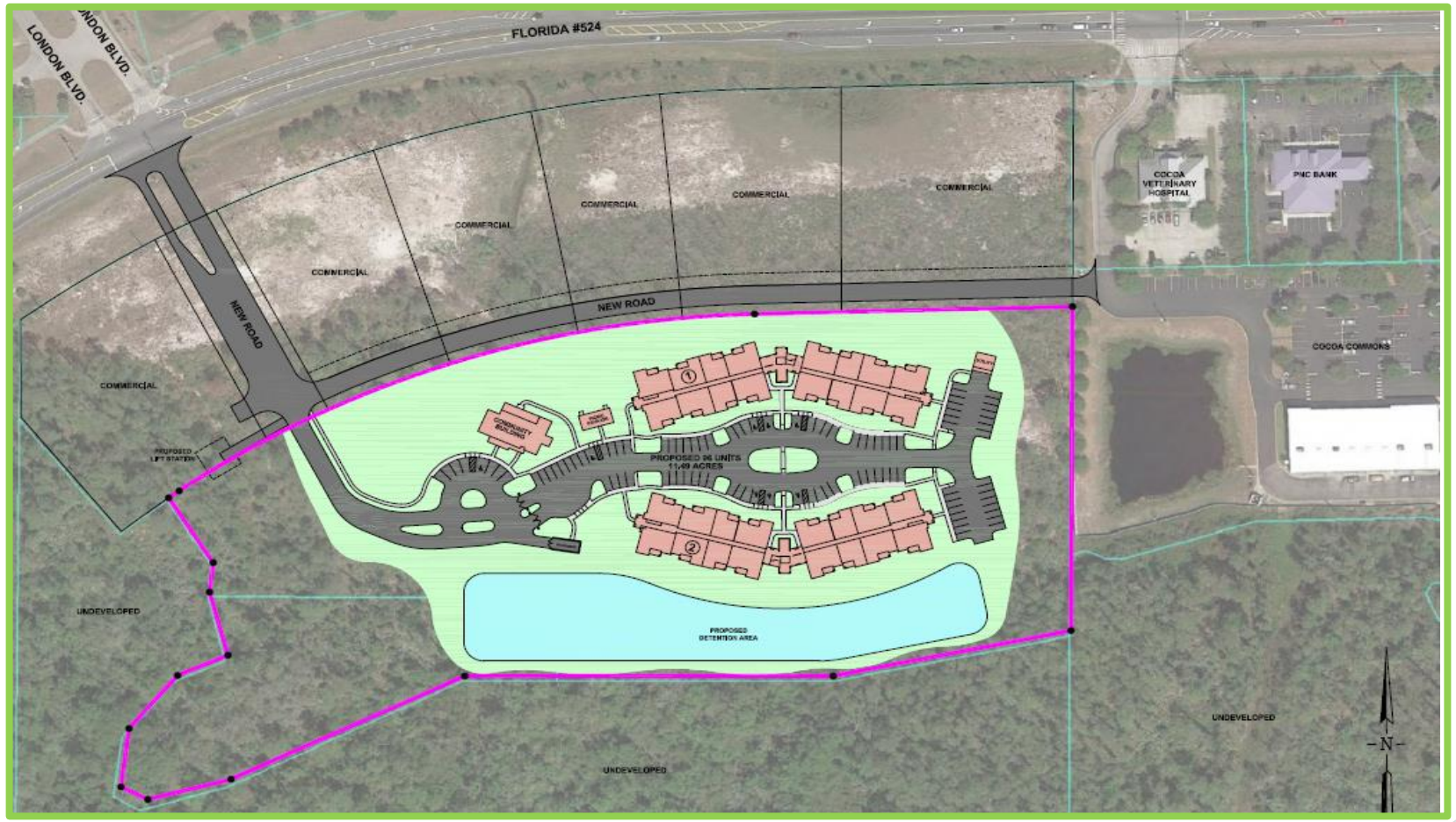
Arbour Valley COMMUNITIES

Less than One Mile

- Post Office
- Walmart
- Martinez Park
- Brevard Museum
- Numerous Restaurants
- Doctor Offices
- Arbours at Cocoa Landings

DEVELOPMENT SITE PLAN

Preliminary/ Conceptual



Arbour Valley
COMMUNITIES

PROPOSED ELEVATIONS *Preliminary/ Conceptual*



BUILDING 1 - FRONT ELEVATION - LEFT SIDE
BUILDING 2 SIMILAR



BUILDING 1 - FRONT ELEVATION - RIGHT SIDE
BUILDING 2 SIMILAR

for Regulatory Approval Permitting or Construction

Arbour Valley
COMMUNITIES

Development Characteristics

Unit Mix

- 96 Total Residences
- 48 - One Bedroom/ One Bath
- 48 – Two Bedrooms/ Two Baths

Income Mix (note, with income averaging – without is 50-60%)

- 16 units – @ 30% AMI Level
- 60 units – @ 60% AMI Level
- 20 units – @ 80% AMI Level

Proposed Rent Mix

	30% AMI Level	50% AMI Level	60% AMI Level	80% AMI Level
One Bedroom	$285	$650	$779	$885
Two Bedroom	$350	$775	$934	$985

- Three story garden-style with central corridor and elevator
- Seniors-oriented unit and site amenities – all ADA accessibility, roll-in showers, grab bars, adjustable shelving, and more
- Energy efficient residences and buildings
- Wood frame, built to hurricane strength utilizing 35+ year maintenance free materials
- Open recreational space with many exercise options onsite with seniors in mind

Arbour Valley
COMMUNITIES

Community Served

- Age 62+ older residents (55+ if no income averaging)
- Seniors (65+) comprise 26.1% of the Population of Cocoa (4,860/ 18,619)
- Veterans – VASH program (Veterans comprise 9% or 1,705 of Cocoa)
- Homeless – Vouchers (26.3% @ Poverty Level for City of Cocoa)
- Income limits based on Area Median Income (AMI) for Brevard County
  - Median Income for the City of Cocoa $32,685; Median Income for Brevard County $51,536
  - With income averaging, Target Residents at 30% to 80% AMI; One Person Household AMI Income Range $14,550 to $38,800; Two Person Household AMI Income Range $16,620 to $44,320
  - Without income averaging, Target Residents at 50% to 60% AMI; One Person Household AMI Income Range $24,250 to $29,100; Two person Household AMI Income Range $27,700 to $33,240

(Census.gov/factfinder, as of July 2018)

Arbour Valley
COMMUNITIES

Arbour Valley Communities

Representative Community Amenities of AVC Developments



Community Center



Business Center



Resident Meeting Areas

Community Amenities

- Meeting Area with Kitchen
- Business Center
- Manager Office
- Craft/ Knitting/ Sitting Room

Arbour Valley
COMMUNITIES



Gathering/ Craft Areas

Arbour Valley Communities

Representative Community Amenities of AVC Developments



Covered Sitting Areas with Grills



Community Gardens



Yoga/ Exercise Room

Community Amenities

- Community Gardens
- Open Space with Walking Trails
- Covered Pavilion with Grills
- Workout Facility
- Yoga/ Exercise Room

Arbour Valley
COMMUNITIES



Workout Facilities

Arbour Valley Communities

Representative Unit Amenities of AVC Developments



Kitchens



Living Area



Bedroom

Unit Amenities

- All Electric Energy Star Appliances
- Central HVAC Heat Pumps
- Dishwashers
- Washer and Dryer Connections
- Upgraded Kitchen Cabinets

Arbour Valley
COMMUNITIES



Bathroom

Arbour Valley Communities

Design and Innovation at AVC Developments



Multi Story Flat Roofs



3 Story Building



Native Landscaping

Architectural Design

- 35+ year rated Building Materials
- Native Landscaping
- Local Architectural influenced Design

Arbour Valley COMMUNITIES



Solar Panels

Community Services

Wellness/ Community/ Services

- Previous Cooperation with local health and wellness providers at AVC Properties
  - Putting Families First (UF program) – Students in medical specialties bridge gap between social and medical needs.
  - Memorandum of Understanding (MOU) with Sunshine Health,
  - Alachua Coalition for the Homeless
- Literacy, Computer Literacy, and other teaching/counseling
- Types of Veterans Programs
  - Veteran's Administrative Supportive Housing (VASH) social workers and nursing staff;
  - VetSpace and Volunteers of America assist help coordinate for homeless and displaced veterans
  - Peer Advisors for Veterans uses community common areas for veterans' support group gatherings.
- Plentiful Planned Resident Activities:
  - Coffee, Donuts and More; fitness classes; yoga classes; Christmas Decorating; potlucks and ice cream parties; all holidays; blood pressure clinics and health classes such as Living with Diabetes, nutrition, cardiovascular health and mental health; gardening classes at the Community Gardens; game nights; movie nights; and more.
- Green space design emphasis and open areas to facilitate outdoor exercise

Arbour Valley
COMMUNITIES

Case Study – Arbours at Tumblin Creek







- 64-unit seniors affordable housing development in Gainesville, Florida adjacent to UF/Shands Hospital.
- Innovative 5-story frame-over-podium construction, common core elevatored building.
- Community Served: Seniors 62+, particularly catering to veterans

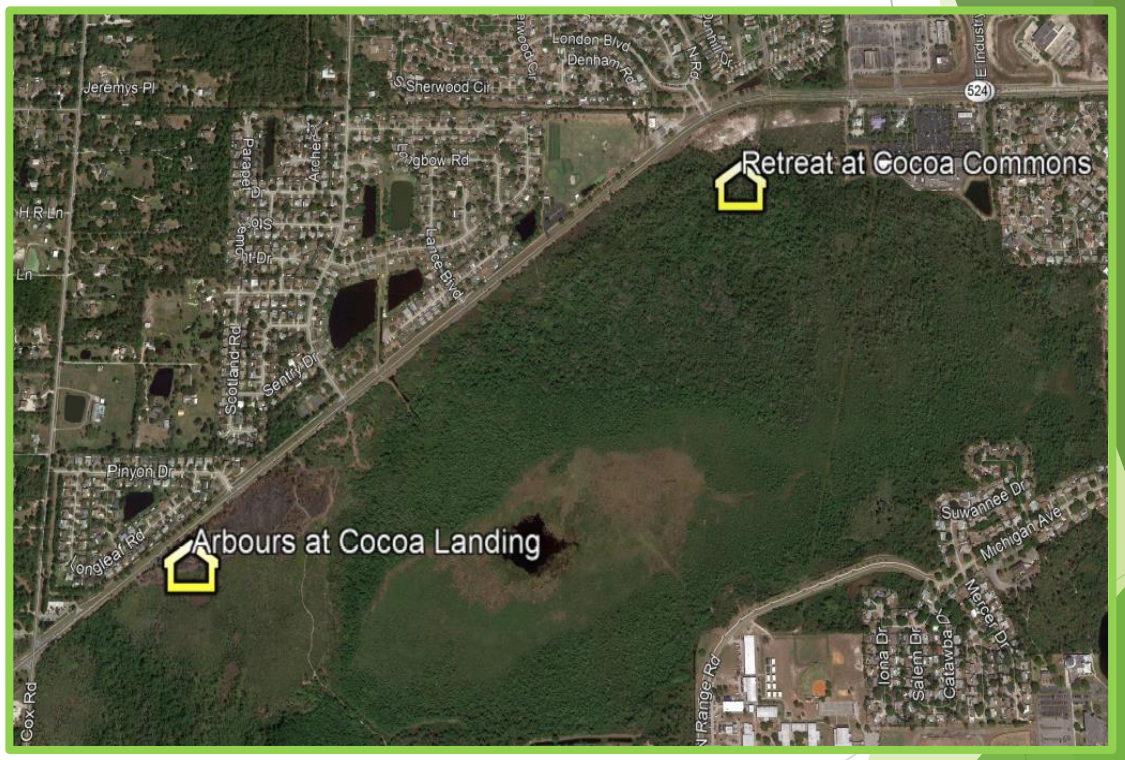
Website www.arboursattumblincreek.com

Arbour Valley
COMMUNITIES

Arbours at Cocoa Landing

OUR COMMITMENT TO COCOA IS COMPREHENSIVE

- AVC is currently in the development process for the Arbours at Cocoa Landing; site plan has been approved, and building permit plansets are under review by the Building Department
- 50 acres on the southeast corner of SR 524 and Cox Road, less than one mile from the Retreat at Cocoa Commons site
- First phase comprised of 280+/- multifamily market rate apartments
  - Targeted to the workforce, professionals, and families whose incomes exceed tax-credit limits
- Second Phase currently planned to comprise 160+/- townhomes
- First and Second Phase total community investment anticipated to be in excess of $80 million
- As with Retreat at Cocoa Commons, AVC is a long-term owner and self-manages, enabling economies of scale and true sizable participation in, and contribution to, the City of Cocoa.



Arbour Valley
COMMUNITIES

RETREAT AT COCOA COMMONS - CURRENT STATUS

- Site plan complete; site plan approval in process – PZ meeting planned for April 2021
- Architectural plans complete – planned submittal to building department in March 2021
- Tax credits awarded by Florida Housing Finance Corporation, project in underwriting
- Permanent FHA financing applied for under accelerated HUD Pilot Program
- Anticipated June 2021 closing of financing and commencement of construction

Arbour Valley
COMMUNITIES

Local Government LGAO Support

- Local Government Area of Opportunity City Financial Support already awarded to Retreat at Cocoa Commons by the City of Cocoa
  - Amount mandated by Florida Housing Finance Corp: $354,000 loan or grant for 96 units or $3,687 per unit – already approved by City of Cocoa City Council in 2019.
  - Proposed loan terms: 1% Interest loan from available cash flow; budget projects payoff in Year 26.
- City of Cocoa Benefits
  - Job Creation. 3-5 permanent employees, dozens of contractors during 15-month construction period.
  - Economic impact. Impact Fees, Real Estate Taxes, 3-4 permanent employees and dozens of contractors.
  - Community Impact. New, quality, perfectly-located affordable housing for seniors.

Arbour Valley
COMMUNITIES

ARBOUR VALLEY COMMUNITIES

Company Overview

- New Development
- Acquisition/Rehab
- Affordable and Market-rate Housing
- Construction and Management
- Pride of Ownership and Value Enhancement

Arbour Valley
COMMUNITIES

Arbour Valley Communities

Company Profile

- Multifamily and single-family experience
- Active throughout Southeast, with focus on Florida, Georgia and Alabama
- New construction and rehab
- Highly experienced in market rate, affordable, HUD financing, LIHTC, bond financing, family, seniors, and veterans housing
- Approx 3,000 multifamily units owned/developed, approx 4,000 multifamily units managed
- Long term ownership and in-house management

Arbour Valley
COMMUNITIES

Arbour Valley Communities

Contact Us

- 242 Inverness Center Drive
  Birmingham, Alabama 35242
- Phone: 205-981-3300
  info@arbourvalley.com
- www.arbourvalley.com

Arbour Valley
COMMUNITIES

OMB Approval No.2502-0598
(Exp. 06/30/2017)

Public Reporting Burden for this collection of information is estimated to average .75 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

Recording Requested by:

_____
_____
_____
_____

After Recording return to:

_____
_____
_____
_____

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REGULATORY AGREEMENT FOR MULTIFAMILY PROJECTS

UNDER SECTIONS 207, 220, 221(d)(3), 221(d)(4), 223(a)(7), 223(f) and 231 OF THE NATIONAL HOUSING ACT, AS AMENDED

Replaces HUD- 92465, 92466, FHA-1730, and 1733

Project Name:

HUD Project No.:
HAP Contract No.:

Project Location:

Lender: **Processed under:** **[ ]MAP [ ]TAP**

Original Principal Amount of Multifamily Note:

Originally endorsed for insurance under Section _____. Date of Note:

Residual Receipts Rider: _____Yes _____No
***If "yes" is checked, the Surplus Cash provisions of this Agreement are modified by an attached Rider relating to residual receipts account requirements.*

This Agreement is entered into this _____ day of _____ , 20__, between _____, a _____ organized and existing under the laws of _____ , whose address is _____, its successors, heirs, and assigns (jointly and severally) (Borrower) and the United States Department of Housing and Urban Development, acting by and through the Secretary, his or her successors, assigns or designates (HUD).

In consideration of, and in exchange for an action by HUD, HUD and Borrower agree to the terms of this Agreement. The HUD action may be one of the following: HUD's endorsement for insurance of the Note, HUD's consent to the transfer of the Mortgaged Property, HUD's sale and conveyance of the Mortgaged Property, or HUD's consent to other actions related to Borrower or to the Mortgaged Property.

Further, Borrower and HUD execute this Agreement in order to comply with the requirements of the National Housing Act, as amended, and the regulations adopted by HUD pursuant thereto. This Agreement shall continue during such period of time as HUD shall be the owner, holder, or insurer of the Note. Upon satisfaction of such Note, this Agreement shall automatically terminate. However, Borrower shall be responsible for any Violations of this Agreement which occurred prior to termination.

Violation of this Agreement may subject Borrower and other signatories hereto to adverse actions. Refer to Article VII below.

AGREEMENTS: Borrower and HUD covenant and agree as follows:

I. DEFINITIONS

1. **DEFINITIONS**. Any capitalized term or word used herein but not defined shall have the meaning given to such term in the Security Instrument between Borrower and Lender or the Note. The following terms, when used in this Agreement (including when used in the above recitals), shall have the following meanings, whether capitalized or not and whether singular or plural, unless, in the context, an incongruity results:

a. **"Affiliate"** is defined in 24 C.F.R. 200.215, or any successor regulation.

b. **"Borrower"** means all entities identified as "Borrower" in the first paragraph of the Security Instrument, together with any successors, heirs, and assigns (jointly and severally). "Borrower" shall include any entity taking title to the Mortgaged Property whether or not such entity assumes the Note. Whenever the term "Borrower" is used herein, the same shall be deemed to include the obligor of the debt secured by the Security Instrument and shall also be deemed to be the mortgagor as defined by Program Obligations.

c. **"Business Day"** is defined in Section 46.

d. **"Construction Contract"** means the construction contract, approved by HUD, between Borrower and the contractor contracting to perform construction or substantial rehabilitation on the Project.

e. **"Declaration of Default"** is defined in Section 37.

f. **"Displaced Persons or Families"** means a person, family or families, displaced from (i) an urban renewal area, (ii) as a result of government action, or (iii) as a result of a major disaster determined by the President pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

g. **"Distribution"** means any disbursal, conveyance or transfer of any portion of the Mortgaged Property, including the segregation of cash or assets for subsequent withdrawal as Surplus Cash, other than in payment of Reasonable Operating Expenses, or any other disbursement, conveyance, or transfer provided for in this Agreement.

h. **"Elderly Person"** means any person, married or single, who is 62 years of age or older.

i. **"Fixtures"** means all property or goods that become so related or attached to the Land or the Improvements that an interest arises in them under real property law, whether acquired now or in the future, excluding all tenant owned goods and property, and including but not limited to: machinery, equipment, engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, computers, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposals, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; playground and exercise equipment and classroom furnishings and equipment.

j. **"Goods and Services"** is defined in Section 22.

k. **"HUD"** means the United States Department of Housing and Urban Development acting by and through the Secretary in his capacity as insurer or

holder of the Loan under the authority of the National Housing Act, as amended, the Department of Housing and Urban Development Act, as amended, or any other federal law or regulation pertaining to the Loan or the Mortgaged Property.

l. **"Impositions"** and **"Imposition Deposits"** are defined in the Security Instrument.

m. **"Improvements"** means the buildings, structures, and alterations now constructed or at any time in the future constructed or placed upon the Land, including any future replacements and additions.

n. **"Indebtedness"** means the principal, interest on, and all other amounts due at any time under the Note or the Security Instrument, including prepayment premiums, late charges, default interest, and advances to protect the security as provided in the Security Instrument.

o. **"Land"** means the estate in realty described in Exhibit A.

p. **"Leases"** means all present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Mortgaged Property, or any portion of the Mortgaged Property (including but not limited to proprietary leases, non-residential leases or occupancy agreements if Borrower is a cooperative housing corporation), and all modifications, extensions or renewals. (Ground leases that create a leasehold interest in the Land and where the Borrower's leasehold is security for the Loan are not included in this definition.)

q. **"Lender"** means the entity identified as "Lender" in the first paragraph of the Security Instrument, or any subsequent holder of the Note, and whenever the term "Lender" is used herein, the same shall be deemed to include the Obligee, or the Trustee(s) and the Beneficiary of the Security Instrument and shall also be deemed to be the Mortgagee as defined by Program Obligations.

r. **"Loan"** means the loan initially made by Lender to Borrower, as defined in the Security Instrument.

s. **"Mortgaged Property"** means all of Borrower's present and future right, title and interest in and to all of the following whether now held or later acquired:

(1) the Land;

(2) the Improvements;

(3) the Fixtures;

(4) the Personalty;

(5) all current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads that may have been or may in the future be vacated;

(6) all insurance policies covering the Mortgaged Property, and all proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, whether or not Borrower obtained such insurance policies pursuant to Lender's requirement;

(7) all awards, payments and other compensation made or to be made by any Governmental Authority with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

(8) all contracts, options and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property entered into by Borrower now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

(9) all proceeds (cash or non-cash), liquidated claims or other consideration from the conversion, voluntary or involuntary, of any of the Mortgaged Property and the right to collect such proceeds, liquidated claims or other consideration;

(10) all Rents and Leases;

(11) all earnings, royalties, instruments, accounts, accounts receivable, supporting obligations, issues and profits from the Land, the Improvements or any other part of the Mortgaged Property, and all undisbursed proceeds of the Loan and, if Borrower is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

(12) all Imposition Deposits;

(13) all refunds or rebates of Impositions by any Governmental Authority or insurance company (other than refunds applicable to periods before the real property tax year in which the Security Instrument is dated);

(14) all forfeited tenant security deposits under any Lease;

(15) all names under or by which any of the above Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property;

(16) all deposits and/or escrows held by or on behalf of Lender under Collateral Agreements; and

(17) all awards, payments, settlements or other compensation resulting from litigation involving the Project.

Notwithstanding items numbered (1) through (17) above, Borrower may hold non-project funds in separate, segregated accounts, specifically labeled as non-project funds, which are not part of the Mortgaged Property. These accounts may hold those assets owned or received by Borrower, through equity contributions, gifts, or loan proceeds that were not required by HUD to become part of the Mortgaged Property and were not made a part of the Mortgaged Property by Borrower and funds released from the Mortgaged Property in compliance with Program Obligations (such as Distributions of Surplus Cash, if allowed*). [If such accounts already exist, it is acceptable to identify them here, for example: The [name of accounts/reserves] are designated non-project fund accounts.]*

t**. "Note"** means the Note executed by Borrower described in the Security Instrument, including all schedules, riders, allonges and addenda, as such Note may be amended from time to time.

u. **"Notice"** is defined in Section 46.

v. **"Personalty"** means all equipment, inventory, and general intangibles. The definition of "Personalty" includes furniture, furnishings, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible or electronically stored personal property (other than Fixtures) that are owned, leased or used by Borrower now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, and any operating agreements relating to the Land or the Improvements, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements, choses in action and all other intangible property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all certifications, approvals and governmental permits relating to any activities on the Land. Intangibles shall also include all cash and cash escrow funds related to the Project, such as but not limited to: Reserve for Replacement accounts, bank accounts, Residual Receipt accounts, and investments.

w. **"Principal"** is defined in 24 C.F.R. 200.215, or any successor regulation.

x. **"Project"** and **"Project Assets"** mean the Mortgaged Property.

y. **"Program Obligations"** means (1) all applicable statutes and any regulations issued by the Secretary pursuant thereto that apply to the Project, including all amendments to such statutes and regulations, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and (2) all current requirements in HUD handbooks and guides, notices, and mortgagee letters that apply to the Project, and all future updates, changes and amendments thereto, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and provided that such future updates, changes and amendments shall be applicable to the Project only to the extent that they interpret, clarify and implement terms in this Agreement rather than add or delete provisions from such document. Handbooks, guides, notices, and mortgagee letters are available on HUD's official website: (http://www.hud.gov/offices/adm/hudclips/index.cfm or a successor location to that site).

z. **"Property Jurisdiction"** is (are) the jurisdiction(s) in which the Land is located.

aa. **"Reasonable Operating Expenses"** means the reasonable expenses and payments that arise from the purchase of goods or services which are exclusively used for the operation, maintenance, and routine repair of the Project (including all

payments and deposits required under this Agreement, the Note, or the Security Instrument), or as otherwise permitted by Program Obligations.

bb. **"Rents"** means all rents (whether from residential or non-residential space), revenues, issues, profits (including carrying charges, maintenance fees, and other cooperative revenues, and fees received from leasing space on the Mortgaged Property), other income of the Land or the Improvements, gross receipts, receivables, parking fees, laundry and vending machine income and fees and charges for food and other services provided at the Mortgaged Property, whether now due, past due, or to become due, Residual Receipts, and escrow accounts, however and whenever funded and wherever held.

cc. **"Reserve for Replacement"** is defined in Section 10.

dd. **"Security Instrument"** means the Multifamily (Mortgage, Deed of Trust, or other designation as appropriate by Property Jurisdiction), Assignment of Leases and Rents and Security Agreement (HUD-94000M), and any other security for the Indebtedness between Borrower and Lender, and shall be deemed to be the "mortgage" as defined by Program Obligations.

ee. **"Surplus Cash"** means certain Project cash pursuant to the calculation set forth in Section 13.

ff. **"State"** includes the several states comprising the United States of America, and Puerto Rico, the District of Columbia, Guam, the Commonwealth of the Northern Marianas, American Samoa, and the U.S. Virgin Islands.

gg. **"Taxes"** means all taxes, assessments, vault rentals and other charges, if any, general, special or otherwise, including all assessments for schools, public betterments and general or local improvements, that are levied, assessed or imposed by any public authority or quasi-public authority, and that, if not paid, could become a lien on the Land or the Improvements.

hh. **"Undocumented Expense"** is defined in Section 16.

ii. **"Violation"** is defined in Section 36.

jj. **"Waste"** means a failure to keep the Mortgaged Property in decent, safe and sanitary condition and in good repair. During any period in which HUD insures the Loan or holds a security interest on the Mortgaged Property, Waste is committed when, without Lender's and HUD's express written consent, Borrower:

(1) physically changes the Mortgaged Property, whether negligently or intentionally, in a manner that reduces its value;

(2) fails to maintain and repair the Mortgaged Property in accordance with Program Obligations;

(3) fails to pay before delinquency any Taxes secured by a lien having priority over the Security Instrument;

(4) materially fails to comply with covenants in the Note, the Security Instrument or this Regulatory Agreement respecting physical care, maintenance, construction, abandonment, demolition, or insurance against casualty of the Mortgaged Property; or

(5) retains possession of Rents to which Lender or its assigns have the right of possession under the terms of the Loan Documents;

II. CONSTRUCTION; REFINANCING

2. [*Check the applicable box(es):*]

☐ a. **CONSTRUCTION FUNDS**. Borrower shall keep funds of the Mortgaged Property to be used for construction or substantial rehabilitation separate and apart from operating funds of the Mortgaged Property. Funds for construction or substantial rehabilitation are identified in the Building Loan Agreement and/or Construction Contract.

☐ b. **NON-CRITICAL, DEFERRED REPAIR FUNDS.** Borrower shall keep funds of the Mortgaged Property to be used for non-critical repairs separate and apart from operating funds of the Mortgaged Property. Funds for non-critical repairs are identified in the Escrow Agreement for Non-Critical, Deferred Repairs, if applicable.

3. **UNPAID OR OUTSTANDING OBLIGATIONS**. Borrower certifies, upon final or initial/final endorsement of the Note by HUD, Borrower shall have no unpaid obligations in connection with the purchase of the Mortgaged Property, the construction or repair of the Mortgaged Property, or with respect to the Security Instrument, except such unpaid obligations as have the written approval of HUD as to terms, form and amount; and, except for those obligations approved by HUD in writing, the Land shall be paid for in full and is free from any liens or purchase money obligations, or if the Land is subject to a leasehold interest, it must be subject to a HUD approved lease, and it shall be free from any lien. As of the date hereof, Borrower has no knowledge of any liens or encumbrances against the Mortgaged Property that are not reflected as exceptions to

coverage in the lender's title policy insuring the Security Instrument accepted by HUD or that are not shown on the UCC search. All contractual obligations of Borrower or on behalf of Borrower with any party shall be fully disclosed to HUD.

4. **LENDER'S CERTIFICATE**. Borrower acknowledges receipt of the Lender's Certificate or the Request for Endorsement of Credit Instrument & Certificate of Lender, Borrower & General Contractor, as applicable. To the extent such document establishes or reflects obligations of Borrower, such provisions are incorporated herein by this reference. Borrower agrees that the fees and expenses enumerated in the applicable document have been fully paid or payment has been provided for as set forth in such document and that all funds deposited with Lender shall be used for the purposes set forth in such document insofar as Borrower has rights and obligations in respect thereto.

5. **CONSTRUCTION COMMENCEMENT/REPAIRS**.

☐ a. [*Check the box to the left for Construction/Substantial Rehabilitation transactions.*] Borrower certifies that it has not commenced construction or substantial rehabilitation of the Mortgaged Property prior to HUD's initial endorsement of the Note, except that this Section 5a is not applicable if HUD has given prior written approval to an early start of construction, or if this Project is an Insurance Upon Completion or if such work has been disclosed to and approved in writing by HUD. If Borrower has received prior written approval for early start, Borrower shall perform, observe and comply with all Program Obligations for early start prior to initial endorsement, which includes but is not limited to the release of liens in association with the Project, the funding of escrows for change orders, and the payment of an inspection fee.

☐ b. [*Check the box to the left for Refinance/Purchase transactions*.] Borrower shall complete any non-critical repairs in accordance with the terms of the Firm Commitment. Borrower is in receipt of HUD's written acknowledgment of the satisfactory completion of any non-critical repairs for the Mortgaged Property to the extent such non-critical repairs have been completed. Borrower has provided funds to complete any remaining repairs, as evidenced by the Escrow Agreement for Non-critical, Deferred Repairs, in accordance with Program Obligations, if applicable.

6. **DRAWINGS AND SPECIFICATIONS**. The Mortgaged Property shall be constructed in accordance with the terms of the Construction Contract as approved by HUD, if any, and with the Drawings and Specifications that have been approved by HUD and deemed attached to the Construction Contract.

7. **REQUIRED PERMITS**

☐ a. [*Check the box to the left for Construction/Substantial Rehabilitation transactions*.] The Borrower has obtained, or caused to be obtained, all necessary certificates, permits, licenses, qualifications, authorizations, consents and approvals from all necessary Governmental Authorities to own and operate the Project and to carry out all of the transactions required by the Loan Documents and to comply with all applicable federal statutes and regulations of HUD in effect on the date of the Firm Commitment, except for those, if any, which customarily would be obtained at a later date, at an appropriate stage of construction or completion thereof, and which the Borrower shall obtain, or cause to be obtained, in the future. As the construction of the Project progresses, the Borrower will obtain or cause to be obtained, and submit to HUD and Lender all necessary building and other permits required by Governmental Authorities. The Mortgaged Property shall not be available for occupancy by any tenant without the prior written approval of HUD and of all other legal authorities having jurisdiction of the Mortgaged Property.

☐ b. [*Check the box to the left for Refinancing/Acquisition transactions*.] Borrower has obtained, or cause to be obtained, all necessary certificates, permits, licenses, qualifications, authorizations, consents and approvals from all necessary Governmental Authorities to own and operate the Project, to carry out all of the transactions required by the Loan Documents and to comply with all applicable federal statutes and regulations of HUD in effect on the date of the Firm Commitment. If HUD requires that Borrower execute an Escrow Agreement for Non-Critical, Deferred Repairs in connection with HUD's endorsement for insurance of the Note, the licenses and permits that are in effect as of the date hereof are sufficient to allow any repair of the improvements required pursuant to the terms of the Escrow Agreement for Non-Critical, Deferred Repairs to proceed to completion in the ordinary course.

8. **ACCOUNTING REQUIREMENTS**.

☐ a. [*Check the box to the left for Construction/Substantial Rehabilitation transactions*.] Borrower shall submit a cost certification to HUD, if and as required by Program Obligations, for all receipts and disbursements during the period set forth therein. The excess of project income over property disbursements, as determined by HUD, shall be treated as a recovery of construction cost, except as otherwise allowed in Program Obligations.

☐ b. [*Check the box to the left for Refinancing/Acquisition transactions*.] Borrower shall submit a cost certification to HUD, if and as required by Program Obligations, including all receipts and disbursements relating to repairs required pursuant to the Building Loan Agreement and/or the Escrow Agreement for Non-Critical, Deferred Repairs. Any funds remaining after completion of the repairs shall be treated in

accordance with Program Obligations, and pursuant to the Escrow Agreement for Non-Critical Deferred Repairs, if applicable.

III. FINANCIAL MANAGEMENT

9. **PAYMENTS**. Borrower shall make promptly all payments due under the Note, Security Instrument, and this Agreement.

10. **RESERVE FOR REPLACEMENT**. Borrower shall establish and maintain a Reserve for Replacement account for defraying certain costs of replacing major structural elements and mechanical equipment of the Project or for any other purpose.

a. The Reserve for Replacement shall be deposited with Lender or in a safe and responsible depository designated by Lender in accordance with Program Obligations. Such funds shall at all times remain under the control of Lender or Lender's designee and shall be held in accounts insured or guaranteed by a federal agency and in accordance with Program Obligations.

b. Borrower shall deposit a monthly amount of $_____, concurrently with the beginning of payments towards amortization of the Note unless a different date or amount is established by HUD. At least every ten years, starting from the date of initial or initial/final endorsement of the Note, and more frequently at HUD's sole discretion, Borrower shall submit to HUD a written analysis of its use of the Reserve for Replacement during the prior ten years and the projected use of the Reserve for Replacement in accordance with Program Obligations. The amount of the monthly deposit may be increased or decreased from time to time at the written direction of HUD without a recorded amendment to this Agreement.

c. Borrower shall carry the balance in this account on the financial records as a restricted asset. The Reserve for Replacement shall be invested in accordance with Program Obligations, and any interest earned on the investment shall be deposited in the Reserve for Replacement for use by the Project in accordance with this Section 10.

d. Disbursements from the Reserve for Replacement shall only be made after consent, in writing, of HUD, in its sole discretion, or as otherwise approved by HUD pursuant to Program Obligations. In the event of a Declaration of Default under the terms of the Security Instrument, pursuant to which the Indebtedness has been accelerated, a written notification by HUD to Borrower of a violation of this Agreement or at such other times as determined solely by HUD, HUD may direct the application of the balance in such account to the amount due on the Indebtedness as accelerated or for such other purposes as may be determined solely by HUD.

e. In the case of a transfer of the Mortgaged Property where the Project is already subject to a Security Instrument insured or held by HUD as of the date hereof, and this Agreement is now being executed by Borrower as of the date hereof, the Reserve for Replacement now to be established shall be equal to the amount due to be in such account under this Agreement, and payments hereunder shall begin with the first payment due on the Security Instrument after acquisition, unless some other method of establishing and maintaining the account is approved in writing by HUD.

f. Upon Borrower's full satisfaction of all HUD obligations, including but not limited to those imposed under this Agreement, Borrower shall receive any monies remaining in the Reserve for Replacement.

11. **PROPERTY AND OPERATION; ENCUMBRANCES**.

a. Borrower shall deposit all Rents and other receipts of the Project in connection with the financing of the Project, including equity or capital contributions required under the Firm Commitment or otherwise advanced for the purpose and as part of the Mortgaged Property, in the name of the Project in a federally insured depository or depositories and in accordance with Program Obligations. (Such required equity or capital contributions shall not include certain syndication proceeds, such as proceeds from Low Income Housing Tax Credit transactions used to repay bridge loans, all as more fully set forth in Program Obligations.) Such funds shall be withdrawn only in accordance with the provisions of this Agreement for Reasonable Operating Expenses of the Project or for Distribution of Surplus Cash or as reimbursement of advances as permitted by Sections 14 and 15 below; or for permitted deposits authorized by this Agreement or for any other reason authorized under this Agreement. Any person or entity receiving Mortgaged Property other than for payment of Reasonable Operating Expenses, authorized Distributions of Surplus Cash, or for any reason authorized under Section 34 of this Agreement, shall immediately deliver such Mortgaged Property to the Project and failing so to do shall hold such Mortgaged Property in trust.

b. Borrower shall not engage in any business or activity, including the operation of any other project, or incur any liability or obligation not in connection with the Project, nor acquire an Affiliate or contract to enter into any affiliation with any party except as otherwise approved by HUD.

c. Borrower shall satisfy or obtain a release of any mechanic's lien, attachment, judgment lien, or any other lien that attaches to the Mortgaged Property or any part thereof.

d. Penalties, including but not limited to delinquent tax penalties and civil money penalties, shall not be paid from the Project.

e. Borrower shall promptly notify HUD of the appointment of any receiver for the Project, the filing of a petition in bankruptcy or insolvency or for reorganization.

f. Borrower shall keep the Mortgaged Property insured at all times in accordance with the Security Instrument and Program Obligations, and Borrower shall notify HUD of all payments received from an insurer.

g. Borrower shall notify HUD of any action or proceeding relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Mortgaged Property, whether direct or indirect condemnation.

h. Borrower shall notify HUD of any litigation proceeding filed against Borrower or the Project, or any litigation proceeding filed by Borrower.

12. **SECURITY DEPOSITS**. Any funds collected as security deposits shall be kept (a) separate and apart from all other funds of the Project; (b) in interest bearing trust accounts, to the extent required by State or local law; and (c) in an amount which shall at all times equal or exceed the aggregate of all outstanding obligations under said account. Security deposit account interest shall be paid on a pro rata basis to tenants or applied to sums due under their leases upon the termination of their tenancy in the Project. The use of tenant security deposits for Project operations is prohibited unless the tenant has forfeited the deposit.

13. **Surplus Cash**.

a. Borrower must calculate Surplus Cash as of the last day of its fiscal year. Borrower may also, at its election, and if permitted pursuant to Program Obligations, calculate Surplus Cash as of the last day of the sixth month of its fiscal year. Borrower shall submit a report of its Surplus Cash calculations to HUD with its required annual financial reports, pursuant to Program Obligations.

b. Surplus Cash shall equal the sum of:

(i) Project cash and cash equivalents (excluding the Reserve for Replacement account and other HUD-required reserves);

(ii) short-term investments;

(iii) project-based Section 8 Housing Assistance Payments earned but not yet received by Borrower; and

(iv) any amounts approved for withdrawal but not yet withdrawn from the Reserve for Replacements or any other reserves or escrow accounts;

after deducting:

(v) all sums due or required to be paid within the calendar month following the date as of which Surplus Cash is calculated under the terms of the Note and Security Instrument (including without limitation principal, interest, mortgage insurance premium deposits, deposits to the Reserve for Replacements and other reserves as may be required by HUD, and tax and insurance escrow deposits);

(vi) all special funds required to be segregated by this Agreement, the Note, the Security Instrument, or Program Obligations, including tenant security deposits and any other amounts held in trust for tenants; and

(vii) all other obligations of the Project payable within the next thirty days, unless the obligation is paid subject to available Surplus Cash or subject funds for payment of the obligation are set aside or HUD has approved deferment of payment.

14. **DISTRIBUTIONS**. Borrower shall not make or take, or receive and retain, nor allow any Affiliate or Principal to receive or retain any Distribution of assets or any income of any kind of the Project, except from Surplus Cash or in accordance with Program Obligations. Distributions are governed by the following conditions:

a. No Distribution shall be made or taken from borrowed funds. Distributions shall not be taken prior to the completion of the Project. Distributions shall not be taken after HUD has given Notice to Borrower of a Violation under this Agreement or an Event of Default occurs under the Note or Security Instrument. Distributions shall not be taken when a Project is under a forbearance agreement.

b. No Distribution shall be made or taken when either (i) necessary services (utilities, trash removal, security, lawn service or any other services that Borrower is required to provide) are not being provided on a regular basis, which failure Borrower should have known about in the exercise of due care; (ii) notices of physical repairs or deficiencies (including, but not limited to, building code violations) by Governmental Authorities and/or by HUD have been issued and remain unresolved to the satisfaction of the issuing public body; or (iii) Borrower has been notified by HUD, Lender or a Governmental Authority that physical

repairs and/or deficiencies exist and Borrower has not corrected or cured the identified items to HUD's satisfaction. Upon completion of the repairs, HUD may permit a Distribution to be placed in an escrow account until a subsequent inspection has been completed by HUD. If the Project passes a subsequent inspection, HUD may then authorize release of the funds in the escrow account to Borrower. HUD may also permit Distributions when there are minor or contested local code violations on a case-by-case basis.

c. Any Distribution of any funds of the Project not permitted by this Agreement or Program Obligations shall be returned to the appropriate Project account as specified by HUD immediately.

d. Any Distributions shall be made or taken only as permitted by the law of the applicable jurisdiction. Distributions, if taken, must be taken out of the appropriate Project account as specified by HUD within the accounting period immediately following the computation of Surplus Cash, and prior to the Borrower's next calculation of Surplus Cash, pursuant to Section 13 above, and if not taken within the identified period, these funds remain as Mortgaged Property and may only be used as permitted by this Agreement.

e. Equity or capital contributions shall not be reimbursed from Project accounts without the prior written approval of HUD. Borrower advances for Reasonable Operating Expenses shall not be deemed to fall under this subsection but rather shall be treated under Section 15 below.

15. **BORROWER ADVANCES**.

a. "**Borrower Advances**" means any advance of funds or loan to the Project made by Borrower or any Affiliate for whatever reason. Borrower Advances do not include equity or capital contributions whether required in conjunction with the financing of the Project or otherwise. Borrower Advances may only be repaid from Project funds pursuant to this Section 15.

b. Any Borrower Advances must be deposited into the Project's operating account as required by Program Obligations. Interest may accrue on Borrower Advances pursuant to Program Obligations and may only be paid in accordance with this Section 15.

c. Borrower Advances may only be repaid, and interest on Borrower Advances may only be paid:

(i) with prior written approval from HUD, or

(ii) if and to the extent that Borrower is permitted to take Distributions, from funds allowable for Distributions, and only at times when Distributions are permitted pursuant to Sections 13 and 14 of this Agreement.

d. Repayments of Borrower Advances, and payments of interest on Borrower Advances, approved by HUD and made pursuant to Section 15(c)(i) shall be considered Reasonable Operating Expenses.

e. Borrower shall require, as a condition of any agreement to repay Borrower Advances, or to pay interest thereon, with any party making such Borrower Advances, that such agreement shall recognize the limitations of this Section 15 and, if all of the conditions of this Section 15 are not met, shall hold the Borrower and the Mortgaged Property harmless for failure to pay.

16. **FINANCIAL ACCOUNTING**. Borrower shall keep the books and accounts of the operation of the Mortgaged Property in accordance with Program Obligations. The books and accounts must be complete, accurate and current at all times. Posting must be made at least monthly to the ledger accounts, and year-end adjusting entries must be posted promptly in accordance with sound accounting principles. Any Undocumented Expense or Distribution shall be an ineligible Project expense, unless otherwise determined in writing by HUD. An **"Undocumented Expense"** is an expense without sufficient documentation that provides reasonable identification of the basis of the expense. Books, accounts and records shall be open and available for inspection by HUD, after reasonable prior notice, during normal office hours, at the Project or another mutually agreeable location.

17. **BOOKS MAINTAINED BY MANAGEMENT AGENTS**. The books and records of the Project maintained by management agents and Affiliates shall be maintained in accordance with Program Obligations and shall be open and available to inspection by HUD, after reasonable prior notice, during normal office hours, at the Project or another mutually agreeable location. Every agreement executed on behalf of the Project with any management agent or Affiliate shall include the provision that the books and records of the Project shall be properly maintained and open to inspection during normal business hours by HUD at the Project or another mutually agreeable location and that upon the termination of an agreement with management agent and/or Affiliates, the books and records of the Project maintained by the management agent and/or Affiliates shall remain with Borrower.

18. **ANNUAL FINANCIAL REPORTS.**

a. Within ninety (90) days, or such period established in writing by HUD, following the end of each fiscal year, Borrower shall prepare a financial report for the Borrower's fiscal year, or the portion thereof that started with the Borrower's assumption of financial responsibility (or the portion thereof that ended with Borrower's permitted transfer pursuant to a HUD-approved transfer of the Project), based on an examination of the books and records of the Borrower in accordance with generally accepted accounting principles (GAAP) and in such other form and substance as specified by HUD in supplemental guidance, and provide such report to HUD in such form and substance as specified by HUD under the Uniform Financial Reporting Standards at 24 C.F.R. 5.801 (UFRS), or any successor regulations, and Program Obligations.

b. Unless specifically waived or modified by HUD or through Government notice (OMB Circular A-133 or any equally applicable notice), Borrower shall: (i) engage an independent, licensed Certified Public Accountant (CPA) to audit the Borrower's annual financial report and to produce an audit report in accordance with both Generally Accepted Government Auditing Standards (GAGAS) and Generally Accepted Auditing Standards (GAAS); (ii) engage an independent, licensed CPA to perform an agreed-upon procedure, in accordance with the American Institute of Certified Public Accountants (AICPA) Statement on Standards for Attestation Engagements (SSAE) Number 4, to compare the financial data template information submitted electronically by the Borrower to HUD against the annual financial report examined by, and the audit report prepared by, the independent, licensed CPA; and (iii) furnish to HUD the audit report, and any other reports relating to the annual financial report or the audit report as required by Program Obligations, by such means and in such form and substance as specified by HUD under UFRS, or any successor regulations, and Program Obligations.

c. To the extent certain non-profit Borrowers' requirement to submit audited annual financial reports may be waived or modified pursuant to OMB Circular A-133 or any successor notice, no provisions of such notice shall be construed to relieve Borrower of any requirements of this Section 18, except for those requirements specifically waived or modified by such notice.

d. If Borrower fails to perform as required pursuant to this Section 18, HUD may, at its sole election, and in a manner determined by HUD, and without affecting any other provisions of this Agreement, and without first providing notice of violation of this Agreement pursuant to Section 36 of this Agreement, initiate a forensic audit of the Borrower's books, records, and accounts in such a manner as to provide to HUD with as much of the same information that would have been provided had the Borrower not failed to perform as required. Any such audit

initiated by HUD does not relieve Borrower of the requirement to submit to HUD an annual audited financial report as required pursuant to this Agreement.

IV. PROJECT MANAGEMENT

19. **PRESERVATION, MANAGEMENT AND MAINTENANCE OF THE MORTGAGED PROPERTY**. Borrower (a) shall not commit Waste, (b) shall not abandon the Mortgaged Property, (c) shall restore or repair promptly, in a good and workmanlike manner, any damaged part of the Mortgaged Property to the equivalent of its original condition, or such other condition as HUD may approve in writing, whether or not litigation or insurance proceeds or condemnation awards are available to cover any costs of such restoration or repair, and (d) shall keep the Mortgaged Property in decent, safe, sanitary condition and good repair, including the replacement of Personalty and Fixtures with items of equal or better function and quality, all in accordance with Program Obligations. By executing this Agreement, Borrower agrees and understands that obligations (a) through (d) of this Section 19 are absolute and unconditional and are not limited by any conditions precedent and are not contingent on HUD's performance of any administrative or contractual obligations. Furthermore, HUD is in no way obligated to provide funding or any financial assistance of any kind to Borrower to repair, rehabilitate, maintain, or make improvements to the Mortgaged Property. The Mortgaged Property must also be maintained in reasonable condition for proper audit and subject to examination by HUD at the Project or another mutually agreeable location. In the event all or any of the Improvements shall be destroyed or damaged by fire, by failure of warranty, or other casualty, the money derived from any settlement, judgment, or insurance on the Mortgaged Property shall be applied in accordance with the terms of the Security Instrument. In the event all or any of the Improvements shall be taken by an exercise of the power of eminent domain, all awards of compensation in connection with condemnation for public use of or a taking of any of the Improvements shall be paid in accordance with the Security Instrument.

20. **FLOOD HAZARDS**. Borrower shall maintain flood insurance if required by the Security Instrument.

21. **MANAGEMENT**. Borrower shall provide management of the Mortgaged Property in a manner deemed to be acceptable to HUD. At HUD's sole discretion, HUD may require replacement of the management under any circumstances set forth in clause d. of this Section 21 pursuant to Program Obligations, in which case Borrower shall immediately make arrangements for providing management satisfactory to HUD. Borrower shall execute a management agreement or other document outlining procedures for managing or operating the Mortgaged Property. Such agreement or document must comply with Program Obligations. Borrower and management agent (if

applicable) shall submit and maintain a current management certification in accordance with Program Obligations. In addition to the requirements of Section 17 above, all management agreements must contain the following provisions:

a. HUD's rights and requirements prevail in the event of any conflict with the terms of the management agreement.

b. The management agreement shall not be assigned without the prior written approval of HUD.

c. Management fees will be computed and paid in accordance with HUD requirements.

d. HUD may require Borrower to terminate the management agreement:

(1) immediately without penalty if an Event of Default occurs under the Security Instrument, Note, or Regulatory Agreement;

(2) upon thirty (30) days written notice to Borrower and management agent, for failure to comply with the provisions of the Management Certification, or for other good cause; or

(3) immediately without penalty when HUD takes control of the Mortgaged Property pursuant to its rights under the loan documents as mortgagee in possession.

e. If Borrower terminates the management agreement pursuant to a request from HUD, the management agent must immediately turn over to Borrower all of the cash, accounts, deposits, investments, and records pertaining to the Mortgaged Property.

f. Borrower may terminate the management agreement for cause with no more than a thirty (30) day notice period.

g. The management agreement shall not exempt the management agent from liability for damages, injuries or losses, resulting from the management agent's gross negligence or willful misconduct.

22. **CONTRACTS FOR GOODS AND SERVICES**. Consistent with Program Obligations, Borrower shall obtain contracts for goods, materials, supplies, and services (**Goods and Services**) at costs, amounts, and terms that do not exceed reasonable and necessary levels and those customarily paid in the vicinity of the Land for Goods

and Services received. The purchase price of Goods and Services shall be based on quality, durability and scope of work and shall be made upon the most advantageous terms for the Project operation. Reasonable Operating Expenses do not include amounts paid for Improvements and/or betterments, unless approved in writing by HUD. Borrower shall keep copies of all written contracts or other instruments that affect the Mortgaged Property, all or any of which may be subject to inspection and examination by HUD at the Project or another mutually agreeable location.

23. **RESPONSIVENESS TO INQUIRIES**. At the request of HUD, Borrower shall promptly furnish operating budgets and occupancy, accounting and other reports (including credit reports) and give specific answers to questions relative to income, assets, liabilities, contracts, operation, and conditions of the Mortgaged Property and the status of the Security Instrument.

24. **TENANT ORGANIZATIONS**. If the Project is subject to 24 C.F.R. 245 Subpart B or any successor regulation covering the rights of tenants to organize, Borrower shall comply with this Section 24. Borrower shall not (a) impede the reasonable efforts of resident tenant organizations to represent their members or the reasonable efforts of tenants to organize, or (b) unreasonably withhold the use of any community room or other available space appropriate for meetings that is part of the Mortgaged Property when requested by: (i) a resident tenant organization in connection with the representational purposes of the organization; or (ii) tenants seeking to organize or to consider collectively any matter pertaining to their living environment, which includes the terms and conditions of their tenancy as well as activities related to housing and community development. Borrower may charge for the use of the Mortgaged Property any fees or costs approved by HUD as may normally be imposed for the use of such facilities or may waive any such fees or costs.

V. ADMISSIONS AND OCCUPANCY

25. **RESIDENTIAL UNITS AND SERVICES**. If the Project is subject to regulation of rent by HUD, Borrower shall make residential units and services of the Project available to eligible tenants at charges not exceeding those established in accordance with a rental schedule approved in writing by HUD.

26. **LEASE TERMS FOR RESIDENTIAL UNITS**. Residential units shall not be rented for a period of less than thirty (30) days or for more than 3 years and shall not be used for transient or hotel purposes. Rental for transient or hotel purposes shall mean: (a) rental for a period of less than thirty (30) days or (b) any rental, if the occupants of the residential units are provided customary hotel services such as room service for food and beverages, maid service, furnishings or laundering of linens, and bellhop service. Residential units in projects with Security Instruments initially endorsed for insurance

pursuant to Section 231 of the National Housing Act, as amended, may be rented for a period of more than 3 years.

27. **COMMERCIAL (NON-RESIDENTIAL) LEASES**. No portion of the Mortgaged Property shall be leased for any commercial purpose or use without receiving HUD's prior written approval as to terms, form and amount, except that for lease renewals or extensions or amendments involving no change in terms or use, rent increases are permitted without HUD approval. Borrower must deliver an executed copy of the commercial Lease to HUD.

28. **SUBLEASES**. All Leases of residential units by Borrower to tenants must also prohibit assignment of the leasehold interest by the tenant without the prior written approval of Borrower. All Leases of residential units by Borrower to tenants must prohibit tenants from entering into any subleases that do not run for at least thirty (30) days and must require that all subleases be approved in advance in writing by Borrower. Leases of residential units must prohibit the tenant from granting the right to occupy the premises for a period of less than thirty (30) days or from furnishing hotel services, as defined in Section 26. Assignment and subleasing of units by other than the tenant thereof without the prior written approval of Borrower shall be prohibited in the Lease. Upon discovery of any unapproved assignment, sublease or occupancy, Borrower shall, to the extent permitted by law, immediately demand cancellation and/or vacation of the premises, as appropriate, and notify HUD thereof.

29. **TENANT SELECTION/OCCUPANCY.**

a. If the Security Instrument is originally a HUD-held purchase money mortgage, or is originally endorsed for insurance under any Section of the National Housing Act, as amended, other than Section 231 units specially designed for use and occupancy of Elderly Persons exclusively, Borrower shall not, in selecting tenants, discriminate against any person or persons by reason of the fact that there are children in the family, unless in accordance with the Fair Housing Act and otherwise approved in writing by HUD.

b. If the Security Instrument is originally endorsed for insurance under Section 221, Borrower shall, in selecting tenants, give to Displaced Persons or Families an absolute preference or priority of occupancy that shall be accomplished as follows: (1) For a period of sixty (60) days from the date of original offering, unless a shorter period of time is approved in writing by HUD, all units shall be held for such preferred applicants, after which time any remaining unrented units may be rented to non-preferred applicants; (2) thereafter, and on a continuing basis, such preferred applicants shall be given preference over non-preferred applicants in their placement on a waiting list to be maintained by Borrower; and

(3) through such further provisions agreed to in writing by the parties to this Agreement.

c. At least 75% of the units in a Project insured under Section 231 shall be designed for the use and occupancy of Elderly Persons unless prior written approval is given by HUD for a lesser number of units.

d. All advertising or efforts to rent a project insured under Section 231 shall reflect a bona fide effort of Borrower to obtain occupancy by Elderly Persons.

30. **ADDITIONAL OCCUPANCY RESTRICTIONS AND POLICIES:** [*List any additional occupancy restrictions imposed in connection with the Loan or insert "none." Additional occupancy restrictions imposed by other programs may be listed here as well, but, if so, also insert a caveat stating that such listing is for informational purposes only and such restrictions are not required under the Loan or Program Obligations.*]

31. **RENTS**. If the Project is subject to regulation of rent by HUD, HUD will at any time entertain a written request for a rent increase that is properly supported by substantiating evidence and HUD will, within a reasonable time: (a) approve a rental schedule that is necessary to compensate for any net increase, occurring since the last approved rental schedule, in taxes (other than income taxes) and operating and maintenance costs over which Borrower has no effective control; or (b) deny the increase and state the reasons for its decision.

32. **CHARGES FOR SERVICES AND FACILITIES**. If the Project is subject to regulation of rent by HUD, Borrower shall only charge to and receive from any tenant such amounts as have the prior written approval of HUD and are mutually agreed upon between Borrower and the tenant for any facilities and/or services not included in the HUD approved rent schedule that may be furnished by, or on behalf of, Borrower to such tenant upon request.

33. **PROHIBITION OF CERTAIN FEES**. Borrower shall not charge any Project tenant or prospective Project tenant any fees prohibited under Program Obligations; such prohibited fees may include an admission fee, a key fee, or similar payment pursuant to any agreement to furnish residential units or services to persons making such payments.

34. **SECURITY DEPOSITS AND OTHER FEES**. Borrower shall not require as a condition of occupancy or leasing of any unit in the Project, any consideration or deposit other than the prepayment of the first month's rent plus a security deposit in an amount not in excess of one month's rent to guarantee the performance of the lease terms. Borrower may charge certain application processing fees such as credit check or

criminal background fees or pet deposits.

VI. ACTIONS REQUIRING THE PRIOR WRITTEN APPROVAL OF HUD

35. **ACTIONS REQUIRING THE PRIOR WRITTEN APPROVAL OF HUD.** Borrower shall not without the prior written approval of HUD:

a. Convey, assign, transfer, pledge, hypothecate, encumber, or otherwise dispose of the Mortgaged Property or any interest therein, or permit the conveyance, assignment, or transfer of any interest in Borrower (if the effect of such conveyance, assignment or transfer is the creation or elimination of a Principal) unless permitted by Program Obligations. Borrower need not obtain the prior written approval of HUD: (i) for a conveyance of the Mortgaged Property at a judicial or non-judicial foreclosure sale under the Security Instrument; (ii) for inclusion of the Mortgaged Property in a bankruptcy estate by operation of law under the United States Bankruptcy Code; (iii) for acquisition of an interest by inheritance or by Court decree; or (iv) for actions permitted under subsection (g) below.

b. Enter into any contract, agreement or arrangement to borrow funds or finance any purchase or incur any liability, direct or contingent other than for Reasonable Operating Expenses.

c. Pay out any funds of the Mortgaged Property except as provided in this Agreement and Program Obligations.

d. Except from permissible withdrawals of Surplus Cash, pay any compensation, including wages or salaries, or incur any obligation to do so, to any officer, director, stockholder, trustee, beneficiary, partner, member, manager (in the case of a Borrower formed as a Limited Liability Company or Limited Liability Corporation), or Principal of Borrower, or to any nominee thereof.

e. Enter into or change any contract, agreement or arrangement for supervisory or managerial services or Leases for operation of the Project in whole or in part except as permitted under Program Obligations.

f. Convey, assign or transfer any right to receive the Rents of the Mortgaged Property, except as provided in the Security Instrument.

g. Remodel, add to, subtract from, construct, reconstruct or demolish any part of the Mortgaged Property, except as required by HUD under Section 19(c) and except that Borrower may, without the prior written approval of HUD, dispose of obsolete or deteriorated Fixtures or Personalty if the same are replaced with like items of the

same or greater quality or value and make minor alterations that do not impair the security.

h. Permit the use of the Mortgaged Property for any other purpose except the use for which it was originally intended, or permit commercial use greater than that originally approved by HUD.

i. Amend the organizational documents of Borrower in a way that materially modifies the terms of the organization, including, but not limited to: any amendment that activates the requirement that a HUD previous participation certification be obtained from any additional partner or member; any amendment that would authorize any officer, partner or member other than the officer(s), general partner(s) or the managing member(s) of the corporation, partnership or company or pre-approved successor officer(s), general partner(s) or managing member(s) to bind the corporation, partnership or company for any matters concerning the Project which requires HUD's consent or approval; a change in the officer(s), general partner(s) or managing member(s) or pre-approved successor officer(s), general partner(s) or managing member(s) of the corporation, partnership or company and any proposed changes to the HUD-required provisions included in the organizational documents. Copies of all fully executed amendments to the organizational documents must be provided to HUD within ten (10) days of the effective date of the amendment. If the amendments to the organizational documents are recorded or filed, copies of the recorded or filed documents must be provided to HUD within ten (10) days of receipt by Borrower.

j. Reimburse any party from Mortgaged Property for payment of expenses or costs of the Project or for any purpose except for Reasonable Operating Expenses and in a manner consistent with Section 15.

k. Receive any fee or payment of any kind from any managing agent, employee of the Project or of the managing agent, or other provider of Goods or Services of the Project, except for warranty claims from providers of Goods and Services.

l. Initiate or acquiesce in a change in the zoning classification of the Mortgaged Property that results in any change in permitted use that was in effect at the time of initial/final endorsement.

m. Establish any condominium or cooperative regime with respect to the Mortgaged Property.

n. Materially change any unit configurations or change the number of units in the Mortgaged Property.

VII. ENFORCEMENT

36. **VIOLATION OF AGREEMENT.** The occurrence of any one or more of the following shall constitute a **"Violation"** under this Agreement:

a. Any failure by Borrower to comply with any of the provisions of this Agreement;

b. Any fraud or material misrepresentation or material omission by Borrower, any of its officers, directors, trustees, general partners, members, managers or managing agent in connection with (1) any financial statement, rent roll or other report or information provided to HUD or (2) any request for HUD's consent to any proposed action, including a request for disbursement of funds from any restricted account for which HUD's prior written approval is required; and/or

c. The commencement of a forfeiture action or proceeding, whether civil or criminal, which, in HUD's reasonable judgment, could result in a forfeiture of the Mortgaged Property or otherwise materially impair the value of the Mortgaged Property.

37. **DECLARATION OF DEFAULT.**

a. Upon a Violation, HUD may give written Notice, pursuant to Section 46, of the Violation to Borrower, addressed to the addresses stated in this Agreement, or such other addresses as may subsequently, upon appropriate written Notice to HUD, be designated by Borrower as its legal business address. If, after receiving written Notice of a Violation, that Violation is not corrected to the satisfaction of HUD either within thirty (30) days after the date Notice is mailed, or within such shorter or longer time set forth in said Notice, HUD may declare a default (Declaration of Default) under this Agreement without further Notice. Alternatively, in order to protect the health and safety of the tenants, HUD may declare a default at any time during the existence of a Violation without providing prior written Notice of the Violation.

b. Upon any **Declaration of Default** HUD may:

(i) If HUD holds the Note, declare the whole of said Indebtedness immediately due and payable and then proceed with the foreclosure of the Security Instrument;

(ii) If said Note is not held by HUD, notify the holder of the Note of such default and require the holder to declare a default under the Note and Security Instrument, and the holder, after receiving such Notice and demand, may declare the whole Indebtedness due and payable and thereupon proceed with foreclosure of the

Security Instrument or assignment of the Note and Security Instrument to HUD as provided in Program Obligations. Upon assignment of the Note and Security Instrument to HUD, HUD may then proceed with the foreclosure of the Security Instrument;

(iii) Collect all Rents and charges in connection with the operation of the Project and use such collections to pay Borrower's obligations under this Agreement and under the Note and Security Instrument and the necessary expenses of preserving and operating the Mortgaged Property;

(iv) Take possession of the Mortgaged Property, bring any action necessary to enforce any rights of Borrower growing out of the Mortgaged Property's operation, and maintain the Mortgaged Property in decent, safe, and sanitary condition and good repair;

(v) Apply to any court, state or federal, for specific performance of this Agreement, for an injunction against any Violations of this Agreement, for the appointment of a receiver to take over and operate the Project in accordance with this terms of the Agreement, or for such other relief as may be appropriate, as the injury to HUD arising from a default under any of the terms of this Agreement would be irreparable and the amount of damage would be difficult to ascertain; and,

(vi) Collect reasonable attorney fees related to enforcing Borrower's compliance with this Agreement.

38. **FORBEARANCE NO WAIVER**. Any forbearance by HUD in exercising any right or remedy under this Agreement or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any right or remedy.

39. **MEASURE OF DAMAGES**. The damage to HUD as a result of Borrower's breach of duties and obligations under this Agreement shall be, in the case of failure to maintain the Mortgaged Property as required by this Agreement, the cost of the repairs required to return the Project to decent, safe and sanitary condition and good repair. This contractual provision shall not abrogate or limit any other remedy or measure of damages available to HUD under any civil, criminal or common law.

VIII. MISCELLANEOUS

40. **COMPLIANCE WITH LAWS**.

a. Borrower shall comply with all applicable: laws; ordinances; regulations; requirements of any Governmental Authority; lawful covenants and agreements (including the Security Instrument) recorded against the Mortgaged Property; and Program Obligations including lead-based paint maintenance requirements of 24 C.F.R. Part 35, subpart G, and any successor regulations; including but not limited to those of the foregoing pertaining to: health and safety; construction of improvements on the Mortgaged Property; fair housing; civil rights; zoning and land use; Leases; and maintenance and disposition of tenant security deposits; and, with respect to all of the foregoing, all subsequent amendments, revisions, promulgations or enactments. Borrower shall at all times maintain records sufficient to demonstrate compliance with the provisions of this Section 40. Borrower shall take appropriate measures to prevent, and shall not engage in or knowingly permit, any illegal activities at the Mortgaged Property, including those that could endanger tenants or visitors, result in damage to the Mortgaged Property, result in forfeiture of the Mortgaged Property, or otherwise impair the lien created by the Security Instrument or Lender's interest in the Mortgaged Property. Borrower represents and warrants to HUD that no portion of the Mortgaged Property has been or shall be purchased with the proceeds of any illegal activity.

b. HUD shall be entitled to invoke any remedies available by law to redress any breach or to compel compliance by Borrower with these requirements, including any remedies available hereunder.

41. **BINDING EFFECT**. This Agreement shall bind, and the benefits shall inure to, Borrower, its heirs, legal representative, executors, administrators, successors in office or interest, and assigns, and to HUD and HUD's successors, so long as the Contract of Insurance continues in effect, and during such further time as HUD shall be the Lender, holder, coinsurer, or reinsurer of the Security Instrument, or obligated to reinsure the Security Instrument.

42. **PARAMOUNT RIGHTS AND OBLIGATIONS**. Borrower warrants that it has not, and shall not, execute any other agreement with provisions contradictory of, or in opposition to, the provisions hereof, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations set forth and supersede any other requirements in conflict therewith.

43. **SEVERABILITY**. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

44. **RULES OF CONSTRUCTION.** The captions and headings of the Sections of this Regulatory Agreement are for convenience only and shall be disregarded in construing this Regulatory Agreement. Any reference in this Regulatory Agreement to an **"Exhibit"** or a **"Section"** shall, unless otherwise explicitly provided, be construed as

referring, respectively, to an Exhibit attached to this Regulatory Agreement or to a Section of this Regulatory Agreement. All Exhibits attached to or referred to in this Regulatory Agreement are incorporated by reference into this Regulatory Agreement. Use of the singular in this Regulatory Agreement includes the plural and use of the plural includes the singular. As used in this Regulatory Agreement, the term, "including" means "including, but not limited to." In this Regulatory Agreement, where the context may so require, feminine or masculine pronouns or adjectives shall be substituted for those of the neuter gender, and vice versa.

45. **PRESENT ASSIGNMENT**. Borrower irrevocably and unconditionally assigns, pledges, mortgages and transfers to HUD its rights to the Rents, charges, fees, carrying charges, Project accounts, security deposits, and other revenues and receipts of whatsoever sort that it may receive or be entitled to receive from the operation of the Mortgaged Property, subject to the assignment of Rents in the Security Instrument. Until a default is declared under this Agreement, a revocable license is granted to Borrower to collect and retain such Rents, charges, fees, carrying charges, Project accounts, security deposits, and other revenues and receipts, but upon a Declaration of Default under this Agreement or under the Security Instrument, this revocable license is automatically terminated.

46. **NOTICE**.

a. All notices, demands and other communications ("**Notice**") under or concerning this Agreement shall be in writing. A courtesy copy of any Notice given by Borrower or HUD shall be sent simultaneously to Lender. Each Notice shall be addressed to the intended recipients at their respective addresses set forth below, and shall be deemed given on the earliest to occur of (i) the date when the Notice is received by the addressee; (ii) the first or second Business Day after the Notice is delivered to a recognized overnight courier service, with arrangements made for payment of charges for next or second Business Day delivery, respectively; or (iii) the third Business Day after the Notice is deposited in the United States mail with postage prepaid, certified mail, return receipt requested. As used in this Section 46, the term "**Business Day**" means any day other than a Saturday or a Sunday, a federal holiday or holiday in the state where the Project is located or other day on which the federal government or the government of the state where the Project is located is not open for business. When not specifically designated as a Business Day, the term "**day**" shall refer to a calendar day.

b. Any party to this Agreement and Lender may change the address to which Notices intended for it are to be directed by means of Notice given to the other party in accordance with this Section 46. Each party agrees that it shall not refuse or reject delivery of any Notice given in accordance with this Section 46, that it shall

acknowledge, in writing, the receipt of any Notice upon request by the other party and that any Notice rejected or refused by it shall be deemed for purposes of this Section 46 to have been received by the rejecting party on the date so refused or rejected, as conclusively established by the records of the U.S. Postal Service or the courier service.

BORROWER:

HUD:

LENDER:

47. **CONFLICTS PROVISION.** Borrower shall comply with the requirements set forth in this Agreement as well as any other agreement Borrower enters into with HUD. However, if a conflict exists between this Agreement and any other HUD agreement executed by Borrower, the agreement which imposes the more restrictive requirements on Borrower shall control.

48. **THIRD PARTY BENEFICIARY.** Borrower agrees that it is not a third-party beneficiary to the Contract of Insurance between HUD and Lender, as more fully set forth in 24 C.F.R. Part 207, Subpart B.

49. **EXPLANATION OF ROLES.** HUD is not providing a loan to the Borrower. HUD operates insurance programs under the provisions of the National Housing Act. HUD, through the Federal Housing Administration (FHA) provides insurance to private and public lenders which it has approved as financially responsible against loss on mortgages financing multifamily projects. The mortgage insurance is a contract between the approved lender and HUD. These are the only two parties to the FHA insurance contract, the approved mortgage lender and HUD. The approved lender is the only party that is intended to benefit from the contract of mortgage insurance. While borrowers and other program participants may incidentally benefit in some manner from the insured mortgage financing that the approved lender provides, all other program participants are deemed not to be third party beneficiaries of the insurance contract. Thus, program participants have no rights and should not have any expectations in regard to decisions made or actions taken by HUD under the mortgage lender's contract of mortgage insurance, including but not limited to accepting a loan as eligible for insurance or paying a claim.

SECTION IX. NON RECOURSE

50. **NONRECOURSE DEBT**. The addendum ("Section 50 Addendum") attached hereto is incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first herein above written.

Each signatory below hereby certifies that each of their statements and representations contained in this Agreement and all their supporting documentation thereto are true, accurate, and complete and that each signatory has read and understands the terms of this Agreement. This Agreement has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring the Loan, and may be relied upon by HUD as a true statement of the facts contained therein.

BORROWER	**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**
(insert name)	
BY:_____	BY:_____
Authorized Agent	Authorized Agent
Title	

[ADD ADDITIONAL LINES IF MORE THAN TWO SIGNATORIES]

Warning

Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.

NOTICE: THIS DOCUMENT MUST HAVE A LEGAL DESCRIPTION ATTACHED AND BOTH THIS DOCUMENT AND THE SECTION 50 ADDENDUM MUST BE EXECUTED WITH ALL FORMALITIES REQUIRED FOR RECORDING A DEED TO REAL ESTATE (*i.e.*, NOTARY/ACKNOWLEDGEMENT, SEAL, WITNESS OR OTHER APPROPRIATE FORMALITIES).

EXHIBIT A

[DESCRIPTION OF THE LAND]

SECTION 50 ADDENDUM

The Loan is nonrecourse. Each individual/entity (each, a **"Section 50 party"**) as identified below and in the **"Firm Commitment"** (which means the commitment for insurance of advances or commitment for insurance upon completion issued to Lender by HUD under which the debt evidenced by the Note is to be insured pursuant to a Section of the Act, dated _____ [month, date, year], and any amendments thereto):

1._____
(Individual/Entity Name)

2._____
(Individual/Entity Name)

does not assume personal liability for payments due under the Note and Security Instrument, or for the payments to the Reserve for Replacements, or for matters not under its control, provided that each Section 50 Party shall be personally liable under this Agreement only with respect to the matters hereinafter stated; namely: (a) for funds or property of the Project coming into its hands which, by the provisions hereof, it is not entitled to retain; (b) for authorizing the conveyance, assignment, transfer, pledge, encumbrance, or other disposition of the Mortgaged Property or any interest therein in violation of Section 35(a) of the Regulatory Agreement to which this addendum is attached (**"Regulatory Agreement"**) without the prior written approval of HUD; and (c) for its own acts and deeds, or acts and deeds of others, which it has authorized in violation of the provisions of this Section 50 Addendum. The obligations of each Section 50 Party shall survive any foreclosure proceeding, any foreclosure sale, any delivery of any deed in lieu of foreclosure, any termination of the Regulatory Agreement, or any release of record of the Security Instrument.

_____
Name

_____
Title

_____
Date

[ADD ADDITIONAL LINES FOR MULTIPLE SIGNATORIES]

Surplus Cash Note

U.S. Department of Housing and Urban Development
Office of Housing

OMB Approval No. 2502-0598
(Exp. 9/30/2021)

Public Reporting Burden for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

Warning: Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to, 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.

Project Name: _____
HUD Project No: _____

FOR VALUE RECEIVED, _____ (**"Maker"**) promises to pay to _____ (**"Payee"**) the sum of _____ Dollars ($_____), payable at _____ with interest on any remaining balance of principal at _____ per cent (_____%) per annum payable annually or semi-annually, commencing _____, 20____, and thereafter on the first day of _____ until the entire indebtedness has been paid. Any interest not so paid shall not create any default in the terms of this note but shall accrue and be payable in full on the maturity date hereof. In any event, the balance of principal, if any remaining unpaid, plus accrued interest, shall be due and payable on _____, 20___ (**"Maturity Date"**). The definition of any capitalized term or word used herein can be found in this Surplus Cash Note, the Regulatory Agreement dated _____ between Maker and the Secretary of Housing and Urban Development (**"HUD"**), or the Security Instrument dated _____ securing that certain Note (**"Note"**) in the principal amount of $_____ made by Maker to_____. [*Note: The Maturity Date of this Surplus Cash Note must be on or after the maturity date of the Note.*]

This Surplus Cash Note is subject to the following terms and conditions:

1. In the event that the maturity date of that certain Note referenced above is extended and such extension is approved in writing by HUD, then in such event the Maturity Date shall automatically be extended to the extended maturity date of the Note without the consent of Payee.

2. Except as provided in Section 5 below, as long as HUD is the insurer or holder of the Note secured by the Security Instrument, payments due under this Surplus Cash Note shall be payable only from no more than 75% of available Surplus Cash. The restriction on payment imposed by this paragraph shall not excuse any default caused by the failure of Maker to pay the indebtedness evidenced by this Surplus Cash Note. In no event may payments due under all subordinate debt of Maker cumulatively exceed 75% of available Surplus Cash.

3. In the event the Indebtedness secured by the Security Instrument is paid in full and the Security Instrument released of record, then the holder of this Surplus Cash Note may, at its option, declare the whole principal sum or any balance thereof, together with interest thereon, immediately due and payable.

   Notwithstanding the foregoing, in the event said indebtedness is paid in full by way of any substitute indebtedness of Maker secured by any substitute security instrument insured or held by HUD under Section 223(a)(7) of the National Housing Act, as amended, the maturity date of this Surplus Cash Note shall automatically be extended to the maturity date of the note evidencing the substitute indebtedness without the consent of Payee.

4. Maker may pay any part or all of the principal of this Surplus Cash Note on any interest payment date, provided no such prepayment of principal in any amount or any payment of interest shall be made except from Surplus Cash in accordance with the conditions prescribed in the Regulatory Agreement.

5. Notwithstanding the provisions of paragraphs numbered 2, 4, and 7, Maker may also make payments due hereunder from sources other than Project income or Project Assets.

6. Any unauthorized payments, as determined by HUD, shall be returned to the Project immediately upon discovery.

7. Except as permitted pursuant to Paragraph 5 hereof, no prepayment of this Surplus Cash Note shall be made until after final endorsement for mortgage insurance by HUD of the Note, unless such prepayment is made from non-Project sources.

8. This Surplus Cash Note is non-negotiable and may not be sold, transferred, assigned, or pledged by Payee.

9. Interest on this Surplus Cash Note shall not be compounded as long as HUD is the insurer or holder of the Note secured by the Security Instrument. **{The preceding may be stricken and replaced with "Intentionally Omitted" upon prior written approval of HUD in conformance with Program Obligations.}**

10. Maker hereby waives presentment, demand, protest and notice of demand, protest and nonpayment of this Surplus Cash Note.

The terms and provisions of this Surplus Cash Note are also for the benefit of and are enforceable by HUD against any party hereto, their successors and assigns. This Surplus Cash Note may not be modified or amended without the written consent of HUD.

IN WITNESS WHEREOF, Maker has signed this Surplus Cash Note on this _____ day of _____, 20 ____.

MAKER: _____

By: _____
Name:
Title:

Legislation Details (With Text)

File #:	21-291	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	City Business
File created:	4/6/2021			**In control:**	City Council
On agenda:	4/13/2021			**Final action:**	
Title:	Approve the establishment of the City of Cocoa Logo Use Policy. (Assistant to the City Manager/Public Information Officer)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Cocoa Logo Policy.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 6, 2021
Agenda Date: April 13, 2021
Prepared By: Carie Shealy, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Approve the establishment of the City of Cocoa Logo Use Policy.

BACKGROUND:

The City of Cocoa has an official corporate logo. The intent of this item is to establish policy and procedures regarding the use of the City's logo. The logo is considered and perceived by the public as a symbol and authority and jurisdiction of the City and is a valuable asset of the City and its citizens. The attached policy is intended to provide a process under which only appropriate uses of the logo are authorized by the City Council or City Manager.

Additionally, it is important to note that this policy does not apply to the use of the City Seal, which is governed by Section 165.043, Florida Statutes, which provides the manufacture, use, display, or other employment of any facsimile or reproduction of the City seal, except by City officials or employees in the performance of their official duties, without the express approval of the City Council is a second degree misdemeanor punishable by law.

The "Use of City Logo Policy" is attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Approve the establishment of the City of Cocoa Logo Use Policy

City Manager's Office
65 Stone St. I Cocoa, FL 32922
Phone: (321) 433-8686 I Fax: (321) 433-8690

City of Cocoa
USE OF CITY LOGO POLICY

PURPOSE:

To establish a policy and procedures regarding the use of the City of Cocoa's official corporate logo ("Logo"). The Logo is a graphic symbol that identifies the City of Cocoa as an organization and is often the primary means by which the public forms an image of the City. The Logo is also considered and perceived by the public as a symbol of the authority and jurisdiction of the City and, as such, is a valuable asset of the City and its citizens. This policy is intended to provide a process under which only appropriate uses of the Logo are authorized by the City Council or City Manager. (See Exhibit A).

This policy does not apply to the use of the City Seal which is governed by Section 165.043, Florida Statutes, which provides the manufacture, use, display, or other employment of any facsimile or reproduction of the City seal, except by City officials or employees in the performance of their official duties, without the express approval of the City Council is a second-degree misdemeanor punishable by law.

POLICY:

A. The City of Cocoa's Logo is the property of the City, used for the purpose of certifying official records and to identify City programs, initiatives, partnerships and sponsorships.

B. The City Logo shall be used for official purposes only, or as authorized by a majority vote of the City Council ("City Council") or the City Manager.

C. No person shall use a symbol that imitates the City Logo, or that may be mistaken therefore, that is designed, intended or likely to confuse, deceive or mislead the public, for private or commercial purposes, or for any purpose other than for the official business of the City, without written authorization from the City Manager.

D. No person shall use the City Logo for purposes of supporting or opposing the nomination or election to any City or other public office of himself or herself or any other person, or for purposes of supporting or opposing any ballot measure, nor include such City Logo on any writing distributed for purposes of influencing the action of the electorate or any part thereof, in any election.

E. The City Logo may be used on City buildings, elected official pins, City business cards, City letterhead, calendars, public notices, resolutions, awards, and other formal places authorized by the City Council or City Manager.

F. Use of the official City Logo may be used in general connection with official City of Cocoa brochures, publications, insignias, postings, website, painting, pamphlets, and City of Cocoa promotional materials. It may also be used on City vehicles, equipment, and fixtures such as signage.

G. If used by an outside organization upon the approved, written consent of the City Manager, the Logo must remain in its entirety with no alterations.

H. All non-City usage, including non-profit usage, requires written City authorization before such usage is allowed.

I. On occasion, the City will authorize the usage of the City Logo for signature events or other promotional measures that benefit the community. Any such approval should be considered for the specific event, time and use so approved by the City in writing. Prior approval of a use shall not constitute approval for any future or recurring use.

PROCEDURES

A. Any organization wishing to use the official Logo shall make an application for such use to the City Manager's office on the application form, a copy of which is attached for reference.

B. The City Manager shall review such applications and determine whether the applicants should be approved or denied.

C. Denials

a) In the case of a denial, an organization may make a written appeal of the City Manager's decision within fourteen (14) days of the City Manager's decision to the City Council, or the City Manager's decision shall be deemed final. The written appeal shall state with specificity the reason why the use of the Logo should be allowed, and the City Manager's decision reversed. Appeals shall be filed with the City Clerk's office.

b) The appeal shall be placed on the next available City Council agenda.

c) The City Council may affirm the City Manager's decision or direct the City Manager to allow the usage of the Logo. The decision of the City Council shall be final.

RESPONSIBILITY FOR ENFORCEMENT

The City Manager or designee has responsibility for the enforcement of this policy.

EXHIBIT A

COCOA FLORIDA

COCOA FLORIDA

COCOA FLORIDA

THE CITY OF COCOA OPEN FOR BUSINESS

—COCOA—
REDEVELOPMENT AGENCY

CITY OF COCOA STORMWATER DIVISION

DIAMOND SQUARE
REDEVELOPMENT AGENCY

COCOA FIRE DEPT FLORIDA

CITY OF COCOA FLEET

POLICE COCOA FL

UPSTART COCOA SMALL BUSINESS PROGRAM

Cocoa Works
Your City. Your Future.

The City of Cocoa's branding Logo shall be considered the sole property of the City, and thus shall only be used upon the expressed, written consent of the City Council or Manager under the authority granted by the City Council in accordance with the Use of Logo Policy. Prior approval of a use shall not constitute approval for any future or recurring use. In addition, the City's approval to use the Logo shall not be considered authorization to use the City Seal, which is governed by different requirements set forth in Section 165.043, Florida Statutes. An organization may make a written appeal of the City Manager's decision to the City Council within fourteen (14) days of the City Manager's decision by submitting a written appeal to the City Clerk's Office in accordance with the Use of Logo Policy.

Date: _____

NAME OF ORGANIZATION REQUESTING USE (Please Print):

_____

CONTACT PERSON:_____

ADDRESS: _____

_____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

1. Is the organization requesting use of the City Logo a recognized 501(c)(3) tax-exempt organization?

   ☐ Yes – Please attach evidence of Tax-Exempt Status
   ☐ No

2. Is the organization requesting use of the City Logo a Non-Profit organization?

   ☐ Yes – Please attach evidence of Non-Profit Status
   ☐ No

3. Please explain what event or advertising material the City Logo will be used for:

_____

_____

_____

4. When will your organization use the City's Logo?

   Starting Date: _____

   Ending Date: _____

5. Where will your organization use the City's Logo?

6. Will any promotion materials or items using the City's Logo be given away or sold?

☐ Yes ☐ No – Sold

☐ Yes ☐ No – Given Away

Signature and Title of Representative of Organization

A completed application for use of the Cocoa City Logo should be submitted to:

City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922
Email: CityClerk@cocoafl.org

FOR INTERNAL USE	NOTES
Date Received: Staff: Approved: ☐ Denied: ☐ Reason for denial:	

Legislation Details (With Text)

File #:	21-292	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	4/7/2021			**In control:**	City Council
On agenda:	4/13/2021			**Final action:**	
Title:	Authorize the City Manager to finalize and execute a forgivable loan Agreement with Medearis Foods Inc. dba Cocoa Save A Lot at 1208 Dixon Blvd. utilizing American Rescue Plan Act funding. Approve staff to perform all necessary budget actions related to this agenda item. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Save A Lot American Rescue Plan Funding Forgivable Loan Agreement - 4-12-21				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 7, 2021

Agenda Date: April 13, 2021

Prepared By: Angela Essing, Economic Development Manager

Through: Nancy Bunt, Community Services Director

Requested Action: Authorize the City Manager to finalize and execute a forgivable loan Agreement with Medearis Foods Inc. dba Cocoa Save A Lot at 1208 Dixon Blvd. utilizing American Rescue Plan Act funding. Approve staff to perform all necessary budget actions related to this agenda item.

BACKGROUND:

A community staple for the last 26 years, Save A Lot has been providing groceries to the residents of Cocoa. The Medearis family has owned the store for the last thirteen years. They have provided a needed neighborhood convenience and have employed as many as 16 throughout the best of years. Prior to closing on March 31, 2021, they had 12 employees of which 11 were Cocoa residents. With the closing of the Save A Lot and the Harvey's Market the Dixon Boulevard neighborhood has become a food desert. Finding affordable, fresh food will be difficult as the next closest grocery store is Aldi's and Wal Mart, both of which are several miles away.

With 12% of the residents of Cocoa not having transportation, this store is an immense asset and convenient to all the neighborhoods between Cambridge Elementary and Endeavour Elementary, especially Cocoa Hills.

The store closed on March 31, 2021 due to trouble with the supply chain resulting in cash flow exhaustion brought on by and sustained throughout the current COVID-19 pandemic. The loan is

available due to the City receiving an estimated $4.38 M in funding from the American Rescue Plan Act (H.R. 1319). The American Rescue Plan allows Cities to provide aid to impacted industries and allows the City to provide grants to eligible employers that have eligible workers that perform essential tasks.

The City has designed the agreement to fund Save A Lot at $450,000 with a five-year forgivable loan (20% per year). The funds will be allocated: 1) up to $200,000 for inventory, 2) up to $110,000 for capital repairs/improvements, 3) up to $40,000 for rental arrears and a maximum of 3 months rental assistance and/or wages at $30,000 and 4) past due invoices of no more than $70,000. After five years of maintaining the business at 1208 Dixon Blvd. the loan will be forgiven at 100%. However, despite the funding provided under the Agreement, Council needs to be aware that there are no guarantees that Medearis Food will be able to stay in business for any given length of time, and Medearis Food could close again even though funding has been provided by the City to assist with reopening the business.

City Council will enter into an agreement with Medearis Foods Inc., which contains terms and conditions to receiving funding, as well as provisions should the grantee fail to meet the terms. The maximum funding will be $450,000. A draft Agreement is attached to the Agenda Item and a copy has been presented to Medearis Food for review and comment. Staff is requesting that the City Manager be given the authority to finalize and execute the Agreement.

STRATEGIC PLAN CONNECTION:

Goal 2: Retain and expand business and industry. Objective 2.2: Retain existing industry and jobs. A. The City should identify incentives that meet the needs of existing businesses seeking to expand.

BUDGETARY IMPACT:

Finance staff has created a new American Rescue Plan (ARP) fund to track all of the revenue and expenditures related to the monies received under the Plan. The total budgetary impact of this agenda item will be $450,000. Staff is requesting Council approval to perform all necessary budgetary actions for this agenda item. Due to the uncertainty of the timing of receipt of the ARP monies versus distribution of the debt issuance to Medearis Foods, Inc., it may be necessary to utilize General Fund unassigned fund balance and assigned fund balance for Economic Incentives temporarily.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Authorize the City Manager to finalize and execute a forgivable loan Agreement with with Medearis Foods Inc. dba Cocoa Save A Lot at 1208 Dixon Blvd. utilizing American Rescue Plan Act funding. Approve staff to perform all necessary budget actions related to this agenda item.

SAVE A LOT AMERICAN RESCUE PLAN FORGIVABLE LOAN AGREEMENT

MEDEARIS FOODS INC. DBA COCOA SAVE A LOT

This **SAVE A LOT AMERICAN RESCUE PLAN FORGIVABLE LOAN AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into this _____ day of April, 2021, by and between the **City of Cocoa**, a Florida municipal corporation, the principal address of which is 65 Stone Street, Cocoa, Florida 32922, (hereinafter referred to as the "City") and **Medearis Foods, Inc.,** a Florida corporation (hereinafter referred to as "Grantee"), the principal address of which is 1208 Dixon Boulevard, Cocoa, FL 32922 (hereinafter singularly referred to by their respective designation contained hereinabove, or as the "Party", and collectively as the "Parties").

RECITALS:

WHEREAS, Grantee is a long serving food distributor which is uniquely situated in a vitally important commercial plaza which not only serves the community but serves economically disadvantaged neighborhoods within the City of Cocoa with higher poverty rates and low mobility rates; and

WHEREAS, Grantee has suffered negative economic impacts from the COVID-19 pandemic and is in need of financial assistance to continue operating, and to provide food supply chain resiliency to underserved areas of the community that rely on Grantee to provide fresh food and produce at affordable prices; and

WHEREAS, the City desires to provide financial assistance to Grantee in order to continue the food chain supply to underserved areas of the community subject to the terms and conditions of this Agreement; and

WHEREAS, the City has found and declared that the Agreement serves an important and significant public purpose and is necessary and proper in order to promote the local economy and health, safety, and welfare of the public by providing essential services within the City; and

WHEREAS, the financial assistance provided under the agreement will be in the form of reimbursement for eligible expenses, such as capital equipment/repairs necessary for the operation of the business, rent and rent arrears, and inventory as further specified herein; and

WHEREAS, in order to offset such expenses of the business, the City has awarded economic assistance funding in the amount of up to $450,000, to be given pursuant to and contingent upon the terms of this Agreement; and

WHEREAS, the Grantee has provided to the City copies of valid business entity formation documents, registration with the Florida Secretary of State, and a City of Cocoa business tax receipt demonstrating that the business is currently in good corporate standing; and

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Grantee agree as follows:

1. Incorporation of Recitals. The recitals set forth hereinabove are true and correct and are incorporated herein as if fully set out below.

2. Funding. Subject to Grantee complying with the conditions contained in this Agreement and specifically Section 4 hereunder, the City shall provide economic assistance funding up to the maximum amount of four hundred and fifty thousand ($ 450,000.00) ("the Funding" or "Forgivable Loan") on a reimbursement basis in accordance with the following terms and conditions:

a. The following eligible expenses may be reimbursed up to the maximum amount described above and shall not exceed the amount allocated below for each type of eligible expense (if applicable):

Type of Eligible Expenses	Maximum Amount/Conditions
Inventory – Restock Outstanding Restock Invoices	$200,000 70,000
Capital Repairs	$110,000
Rental Assistance and Wages	$70,000
TOTAL MAXIMUM	$450,000

b. To be reimbursed, the Grantee must satisfy the following requirements:

(i) Grantee shall provide all paid receipts from laborers, suppliers, materialmen, contractors, sub-contractors, service providers and/or a landlord supporting any reimbursement request made under this Agreement. The receipts must include the following information as deemed applicable by the City: 1) Name, address, and telephone number of laborer, supplier, materialmen, contractor, sub-contractor, and/or service providers performing work or supplying material or of a landlord receiving rent payments; 2) Date of work or material provided or rent received; 3) Description of property upon which the work was provided or to which the material was delivered or for which rent was paid; 4) Itemized description and cost of work provided (e.g. - who performed the work, how many hours involved, charge for work, type of work performed) or material supplied (e.g. – who supplied the material, quantity and type of material supplied, charge for material); 5) Statement of what work or material was for (e.g. – supplied 2 coats of coal tar emulsion sealer with sand and latex additive to cover approximately 10,647 square feet of asphalt surface); 6) Statement signed by laborer, supplier, materialmen, contractor, sub-

contractor, service provider or landlord that the amount billed has been paid by the Grantee; and 7) for proof of payment to any contractors/subcontractors, a copy of the Grantee's cancelled check with the proof of payment receipt. The paid receipts are subject to review and approval by the City's Office of Economic Development and Finance Department.; and

c. All payments will be made to the Grantee approximately thirty (30) days from the date of receipt of the requisite documentation supporting the reimbursement request.

d. Purchases by Grantee must be made after the Effective Date of this Agreement unless otherwise expressly approved under this Agreement.

e. If a specified amount is allocated to a specific type of eligible expense category listed above, such funds cannot be shifted in whole or in part to another category without approval from the City Manager.

f. All funding provided under this Agreement shall be expended and reimbursed within one (1) year of the Effective Date of this Agreement.

g. By execution of this Agreement, the Grantee acknowledges that only State of Florida/Brevard County contractors licensed pursuant to Chapter 489, Florida Statutes, or as otherwise exempted under Section 489.103, Florida Statutes, shall be used to perform construction work, and that all legally required permits, certifications, licenses, and insurance shall be obtained for the work to be performed. Authorized work may not be performed by the Grantee and be reimbursed.

h. The City reserves the right to deny, at its sole discretion, any reimbursement request which is not in compliance with the terms and conditions of this Agreement.

i. All funding provided under this Agreement shall be used solely to support the operations of the grocery store located at 1208 Dixon Boulevard, Cocoa, Florida. All inventory purchased with such funding shall be displayed, stored and sold to retail customers at 1208 Dixon Boulevard only. All capital improvements shall be affixed, installed and used at 1208 Dixon Boulevard, Cocoa, Florida.

3. <u>Deferred Loan</u>. The Funding is a deferred loan, whereby no interest will accrue upon the principal of the total award amount and payment to the City shall be deferred during the term of this Agreement. The loan shall depreciate at 20% each year. At the end of the five-year period, the loan shall be forgiven in its entirety as long as the Grantee is in compliance with the terms and conditions of this Agreement In the event of a Default, the City shall be entitled to recover, at minimum, a pro rata share (using a five-year amortization schedule for the loan proceeds) of the total Forgivable Loan amount based upon the year in which the Default occurs. Notwithstanding the forgoing, the entire Forgivable Loan shall be repaid in full should the specific Default event be that the Grantee remains in business but relocates outside the City limits during the five-year period.

4. <u>Conditions of Funding</u>. The City shall not be obligated to provide the Funding in Section 2 herein to Grantee unless Grantee first meets the requirements set forth in Section 2 and maintains compliance with the other conditions listed in this Agreement including:

a. Grantee agrees and warrants to the City that the Funding reimbursed pursuant to this Agreement have and shall only be spent for purposes as approved in Section 2 above.

b. Grantee agrees and warrants that Grantee shall remain open for business at 1208 Dixon Blvd, Cocoa, Florida for a period of at least five (5) years from the Effective Date of this Agreement. In addition, Grantee agrees that, if Grantee is not already open for business upon the Effective Date of this Agreement, Grantee shall be open for business and begin to provide services or products to the general public within six (6) weeks of the Effective Date of this Agreement. Grantee shall retain normal business hours equivalent to the hours of operation that existed prior to the Effective Date of this Agreement. If the City determines that the Grantee has not remained open for business for said five (5) – year period, has failed to timely open for business, and/or is consistently failing to maintain hours of operation as agreed to herein, the Grantee agrees that it shall constitute a Default as provided in Section 6 below.

c. Grantee shall at all times be in compliance with the Cocoa City Code, including, but not limited to, code sections pertaining specifically to planning, zoning and permitting, and Grantee shall maintain a current and valid City of Cocoa business tax receipt, which shall be obtained within 90 days of the Effective Date of this Agreement, and any other required licenses at all times. This part is not intended to preclude the City of Cocoa from granting Grantee certain waivers, exemptions, or variances as allowed under the Cocoa City Code.

d. Grantee shall display the City of Cocoa logo, as provided by the City, on the front main entrance door of the business and/or on the business's website as a funding partner for the term of this Agreement.

e. Grantee agrees to seek technical assistance from an economic development organization or company, approved by the Office of Economic Development, on an as-needed basis to address financial issues, business strategy, and/or marketing, but only to the extent that such services are available to the Grantee at no cost.

g. Grantee shall submit annual reports to the Office of Economic Development describing the number of employees employed during the previous year, compliance with the conditions of Funding as required in this Agreement, progress on business plan goals and objectives, and any other information reasonably requested by the Economic Development Manager, in a form acceptable to the Economic Development Manager. These reports may be delivered to the City Council for review.

h. Grantee must maintain, in good standing, a lease at 1208 Dixon Boulevard, Cocoa, Florida during the five (5) year term of this Agreement. A copy of this lease shall be provided to the Office of Economic Development within 90 days of the Effective Date of this Agreement.

j. Grantee shall make timely payment of any and all taxes owed by Grantee and shall timely file sales tax returns with the Florida Department of Revenue. Grantee shall further provide a copy of such filed sales tax return to the City's Office of Economic Development and Finance Department either monthly or quarterly depending upon the filing frequency established by the Florida Department of Revenue.

5. Books and Records; Public Records. Grantee shall compile and maintain accurate books and records indicating its compliance with the requirements of this Agreement, and shall make such records available at a mutually agreed upon time for inspection and/or audit by the City during regular business hours. Financial records, supporting documentation, statistical and all other records pertinent to this Agreement shall be retained for a period of at least three (3) years after final payment by the City of any Funding, except that in all cases such records shall be retained until final resolution of matters resulting from any litigation, claim, or audit initiated prior to the expiration of the three-year retention period and shall continue to be subject to retention until the same is resolved to the satisfaction of the City. Grantee agrees that it may be audited for internal performance or accounting matters at any time by the City to assure compliance with this Agreement. Any monies finally determined as a result of any financial review or audit which are misspent or otherwise not spent as provided for in this Agreement shall be immediately returned to the City. Prior to making any final determination of misspending or failure to comply with this Agreement by the Grantee, the City shall coordinate with the Grantee to allow the Grantee an opportunity to explain its actions or otherwise provide compliance with this Agreement.

Pursuant to Chapter 119, Florida Statutes, the Grantee 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 the Grantee related, directly or indirectly, to 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 and subject to the provisions of Chapter 119, Florida Statutes, whether in the possession or control of City or the Grantee, and may not be destroyed without the specific written approval of the City's designated custodian of public records. The Grantee shall provide the City, upon request from the City, copies of 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. The Grantee agrees to comply with public records laws. 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 the Grantee of the request and the Grantee shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Grantee, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. If the Grantee 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 Grantee's failure to comply with this Section, the City shall collect from Grantee prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Grantee. 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 Grantee's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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6. Default and Remedies. The occurrence of any one of the following events or conditions shall constitute a default and breach of this Agreement by Grantee, and shall entitle the City to enforce the terms of this Agreement and/or any Security Agreement signed by the Grantee and to pursue whatever remedies are available to it under Florida law or equity including, without limitation, termination of this Agreement, an action for specific performance, injunctive relief, immediate cessation of any payments contemplated herein to Grantee, and/or seeking reimbursement of either a prorated amount of the Funding or all of the Funding already paid by the City to Grantee, including the cost of the business education curriculum previously expended by the City. Except where the remedy has been specifically established in this Agreement, the election of remedies, including whether to seek reimbursement of the prorated amount of the Funding or all of the Funding already paid by the City to the Grantee shall be in the sole discretion of the City Council. Prior to the City filing or taking any action as a result of a default under this Agreement (other than immediate cessation of any payments contemplated herein to Grantee), the City shall first provide the defaulting Grantee with written notice of said default. Upon receipt of said notice, the defaulting Grantee shall be provided a thirty (30) day opportunity in which to cure the default to the reasonable satisfaction of the City prior to filing or taking said action to the extent that such action may be cured.

a. Grantee's failure to comply with any of the requirements of this Agreement, specifically including the Conditions of Funding in Section 4.

b. Unless prior approval of the City is granted, in writing, Grantee's sale of the business or change of the current business, provided that the buyer agrees, in writing, to abide by the terms and conditions of this Agreement.

c. Grantee's making of a material misrepresentation in any certification or communication submitted by the Grantee to the City in an effort to induce the award of the grant, payment or the administration thereof that is determined to be false, misleading, or incorrect in any material manner.

d. Grantee is found guilty of, or enters a plea of no contest for, committing a misdemeanor or felony that is related to Grantee's performance of this Agreement.

e. Grantee defaults on its lease or terminates its lease without securing a new lease at 1208 Dixon Blvd, Cocoa, Florida ,

In the event such default is not remedied by Grantee, and Grantee ceases or discontinues operations of the grocery store, the City shall, by providing written notice to Grantee, have the right to take immediate recovery and possession of any unsold inventory or capital equipment purchased with the funding provided by the City under this Agreement. Failure of the City to declare a default shall not constitute a waiver of any rights by the City. Furthermore, the waiver of any default by the City shall in no event be construed as a waiver of rights with respect to any other default, past or present.

7. Term and Termination. The term of this Agreement shall be for a period of five (5) years following the Effective Date of this Agreement. The City shall have the unconditional right, but not obligation, to

terminate this Agreement, without penalty, if Developer fails to comply with the terms of this Agreement and, if applicable, fails to cure any default within the time period allowed in Section 6.

8. Effective Date. This Agreement shall become effective upon approval by the City Council and execution of this Agreement by both parties hereto.

9. Indemnification. Grantee shall be solely responsible for all services, products, and work it performs as a business and for the safety of its own employees. As such, to the extent permitted by law, Grantee shall indemnify, defend and hold harmless the City, its agents, employees, and elected and appointed officials, and volunteersfrom and against all claims, damages, losses, and expenses (including all attorneys' costs and fees reasonably and actually incurred, and all attorneys' costs and fees on appeal) arising out of or resulting from (i) Grantee's performance, nonperformance, breach or violation of this Agreement; (ii) Grantee's performance or production of goods and services for the public; or (iii) injury of the Grantee's own employees , and which are caused in whole or in part by Grantee, its agents, employees or subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. The forgoing obligation to indemnify, defend and hold harmless the City, its agents, employees, and elected and appointed officials, and volunteers shall specifically extend to and include all claims, damages, losses, and expenses arising from (i) injury or negligence based on a failure to train or supervise workers, employees, contractors, volunteers, or agents of the Grantee in performing services or supplying goods to the public; (ii) failure of the Grantee, or its employees, agents, or volunteers, to employ safety measures in the performance of work or to maintain a safe workplace; (iii) injury or negligence of any person arising from work, material, or equipment supplied that is subject to reimbursement pursuant to this Agreement; or (iv) failure to follow or correctly follow directions of the State or any other governmental entity.

The indemnification provided above shall obligate the Grantee to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees, officers, and attorneys which may result from the acts or omissions stated above under this Agreement whether performed by the Grantee, anyone directly or indirectly employed by the Grantee, or anyone otherwise authorized to act, in any manner, on their behalf. In all events, the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein. This indemnification provision shall survive termination of the Agreement.

10. Bankruptcy. In the event (a) an order or decree is entered appointing a receiver of Grantee or its assets, which is not appealed (or if appealed is determined adverse to Grantee) or (b) a petition is filed by Grantee for relief under federal bankruptcy laws or any other similar law or statute of the United States, then the City shall have the right to immediately terminate this Agreement.

11. Force Majeure. The parties shall use reasonable diligence to ultimately accomplish the purpose of this Agreement but shall not be liable to each other, or their successors or assigns, for breach of contract, including damages, costs, and attorney's fees (including costs or attorney's fees on appeal) as a

result of such breach, or otherwise for failure to timely perform its obligations under this Agreement occasioned by any cause beyond the reasonable control and without the fault of the parties. Such causes may include but shall not be limited to acts of God, acts of terrorism or of the public enemy, acts of other governments (including regulatory entities or courts) in their sovereign or contractual capacity, fires, hurricanes, tornadoes, floods, strikes, or failure or breakdown of transmission or other utility facilities ("Force Majeure"). Notwithstanding anything herein to the contrary, if Grantee or the City is delayed, hindered or prevented in or from performing its respective obligations under this Agreement by any occurrence or event of Force Majeure, then the hindered party shall provide written notice to the other and the period for such performance shall be extended for the period such performance is delayed, hindered or prevented, and the party delayed, hindered or prevented in or from performing shall not be deemed in breach hereunder.

12. Agency. Grantee and City, and their agents, contractors, and subcontractors, shall perform all activities that are contained herein as independent entities and not as agents of each other.

13. Third-party Beneficiaries. This Agreement is solely for the benefit of the parties signing hereto and their successors and assigns, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

14. Binding Nature of Agreement. This Agreement shall be binding, and shall inure to the benefit of the successors or assigns of the parties hereto, and shall be binding upon and inure to the benefit of any person, firm, or corporation that may become the successor in interest, directly or indirectly, to the Business, or any portion thereof.

15. Controlling Law and Venue. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulation and policies of the City of Cocoa now in effect and those hereinafter adopted. Unless otherwise specified in this Agreement for a particular issue, all City ordinances, rules, regulations and policies are applicable. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Brevard County, Florida for state court actions and Orlando, Florida for federal court actions.

16. No Liability or Monetary Remedy. Grantee hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on the City, and that the City bears no liability for direct, indirect or consequential damages arising in any way out of this Agreement. The only remedy available to Grantee for any breach by the City is one of mandamus to require the City's specific performance under the terms and conditions of this Agreement.

17. Relationship. This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between Grantee and the City. Grantee cannot create any obligation or responsibility on behalf of the City or bind the City in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to

whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary. Each party acknowledges that it is not acting as a fiduciary for or any advisor to the other in respect to this Agreement or any responsibility or obligation contemplated herein. Grantee further represents and acknowledges that no one was paid a fee, commission, gift, or other consideration by Grantee as an inducement to entering into this Agreement.

18. Personal Liability. No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the City in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the City contained herein.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waiver of the provisions herein shall be made by the parties in writing.

20. Severability. If a sentence, phrase, paragraph, provision, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portion hereto.

21. Estoppel Letter. Upon the request of Grantee or one of its lenders, the City hereby agrees to furnish a letter stating whether (i) this Agreement is in full force and effect, (ii) there are any defaults under this Agreement and, if any, identify them, and (iii) all amounts due and payable hereunder have been paid in full, and, if not, the outstanding balances hereunder. Such letter shall be furnished within ten (10) days after request therefore.

22. Notices. Any notice required or allowed to be delivered hereunder shall be in writing and deemed to be delivered when (i) hand delivered to the person hereinafter designated, (ii) if delivered to an overnight courier service, on the business day immediately following delivery to such service; or (iii) if mailed by certified mail, return receipt requested, on the third business day after mailing, addressed to the party at the address set forth below, or at such other address as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance herewith:

City of Cocoa

City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Grantee

23. Assignment. Grantee shall not assign this Agreement without the prior and written consent of the City, which shall not be unreasonably withheld. As stated above in Section 6, the sale of the business or change of the current business without the City's prior written approval shall constitute a default, in which case the City's consent shall be withheld.

24. Grantee's Signatory. The undersigned person executing this Agreement on behalf of the Grantee hereby represents and warrants that he/she has the full authority to sign said Agreement for the Grantee and to fully bind the Grantee to the terms and conditions set forth in this Agreement.

25. Inspection. City staff is authorized to conduct an inspection of the Grantee's property at any time during regular business hours to ensure the terms and conditions of this Agreement have been met, and Grantee specifically consents to such inspections. The City agrees that any inspection shall be coordinated with the property owner or tenant and conducted in a manner so as to minimize interference with the business of the property owner or tenant.

26. Attorney's Fees. In the event any litigation or controversy arises out of or in connection with the parties hereto, each party shall bear their own costs and attorney's fees. Notwithstanding the foregoing, should the City determine that the Grantee must reimburse the City for failure to comply with this Agreement and terms and conditions of the Funding, the Grantee shall be responsible for all related costs and attorney's fees incurred by the City as to any related litigation or controversy.

27. Sovereign Immunity. 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. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). 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.

28. E-Verify Registration and Use.

a. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Grantee shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021.

b. Subcontractors

(i) Grantee shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Grantee r shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

(iii) Grantee shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

C. Grantee must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Grantee stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

D. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Grantee shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

[SIGNATURE PAGES FOLLOW]

City of Cocoa

By: _____
Stockton Whitten, City Manager

Date: _____

APPROVED AS TO FORM

ATTEST:

By: _____
Carie Shealy, City Clerk

By: _____
Anthony A. Garganese, City Attorney

DRAFT

CITY SEAL

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2021, by Stockton Whitten, the City Manager of the City of Cocoa, on behalf of the City, who is personally known to me or produced _____ _____ as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

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

GRANTEE

_____

Printed Name: _____

Title:_____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (__) physical presence or (___) online notarization, this _____ day of _____, 2021, by _____, the _____ of _____, a Florida _____. He is personally known to me or produced _____ _____ as identification.

DRAFT

(NOTARY SEAL)

_____

(Notary Public Signature)

_____

(Print Name)

Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____

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Legislation Details (With Text)

File #:	21-276	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	4/1/2021			**In control:**	City Council
On agenda:	4/13/2021			**Final action:**	
Title:	Fire Incident Summary Report for March 2021. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	March 2021 Record Volume By Incident Type Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 1, 2021
Agenda Date: April 13, 2021
Prepared By: Samuel Byrd, Deputy Fire Chief
Through: Jonathan Lamm, Fire Chief
Requested Action:
Informational Item Only

BACKGROUND:

Fire Incident Summary Report for March 2021.

STRATEGIC PLAN CONNECTION:

Public Safety- Enhancing the public awareness to the calls for service provided by the Cocoa Fire Rescue Department for the month of March.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Information Only

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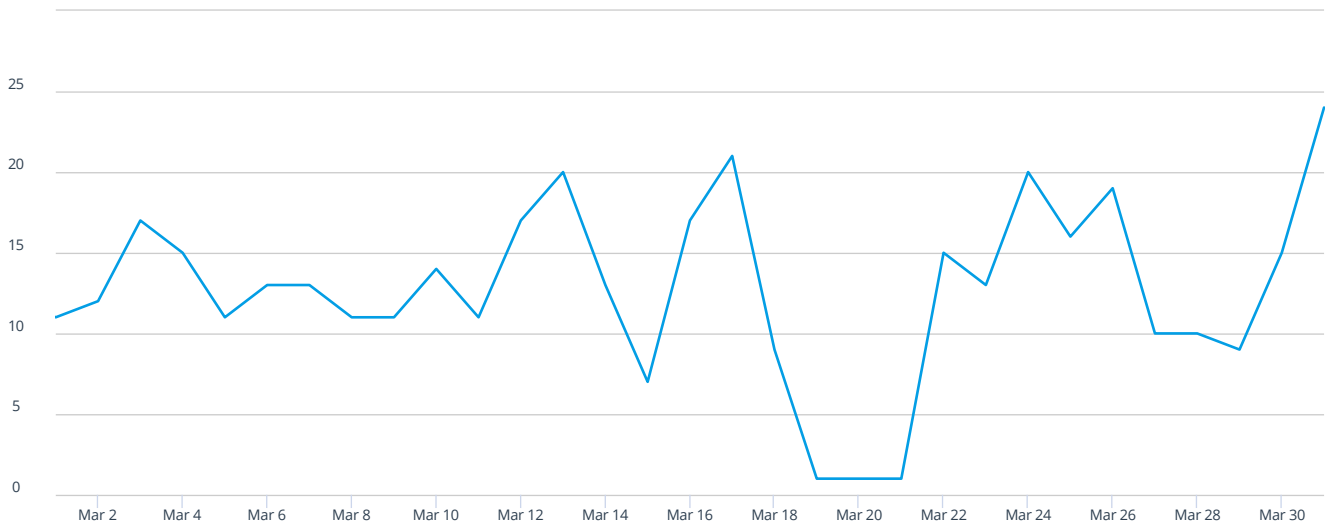
Custom Mar 1, 2021 - Mar 31, 2021

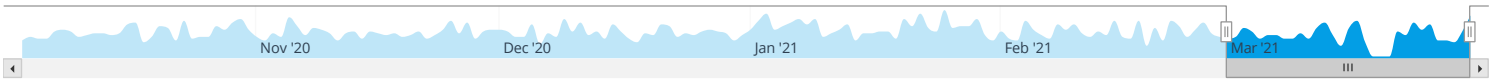
32%
FIRE
Percentage of Total Incidents

67%
EMS
Percentage of Total Incidents

397
INCIDENTS
In Selected Time Slice

31
DAYS
In Selected Time Slice





Counts | % Rows | % Columns | % All

Week Ending	3/7/21	3/14/21	3/21/21	3/28/21	4/4/21	4/11/21	4/18/21	4/25/21	5/2/21	5/9/21	5/16/21	5/23/21	5/30/21	Total
(10) Fire, other		1												1
(11) Structure Fire		1			1									2
(12) Fire in mobile property used as a fixed structure		1												1
(13) Mobile property (vehicle) fire			1											1
(14) Natural vegetation fire			1	2										3
(15) Outside rubbish fire		1	1		1									3
(16) Special outside fire	1													1
(30) Rescue, emergency medical call (EMS), other	6	5	4	3										18
(31) Medical assist	4	1	2	4	1									12
(32) Emergency medical service (EMS) incident	58	52	32	60	34									236
(35) Extrication, rescue				1										1
(38) Rescue or EMS standby	1													1
(44) Electrical wiring/equipm. problem	1	1												2
(50) Service call, other	1	1			1									3
(51) Person in distress	1	1		4										6

Week Ending	3/7/21	3/14/21	3/21/21	3/28/21	4/4/21	4/11/21	4/18/21	4/25/21	5/2/21	5/9/21	5/16/21	5/23/21	5/30/21	Total
(53) Smoke, odor problem				1										1
(55) Public service assistance	3	7	3	8	1									22
(60) Good intent call, other		1	1											2
(61) Dispatched and canceled en route	10	16	4	13	6									49
(62) Wrong location, no emergency found	1	2	4	5										12
(67) HazMat release investigation w/no HazMat	1													1
(70) False alarm and false call, other	1	4	2		1									8
(71) Malicious, mischievous false alarm				1										1
(73) System or detector malfunction		1			1									2
(74) Unintentional system/detect... operation (no fire)	3	1	1	1	1									7
NULL			1											1
Total	92	97	57	103	48									397