City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda

Tuesday, April 9, 2024

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 24-181 Approve the Agenda for the April 9, 2024 Regular City Council Meeting as Written or with Amendments.

Attachments: 04-09-2024 Short Agenda.pdf

MINUTES:

II.2(a) 24-189 Approval of the January 9, 2024 Regular City Council Meeting Minutes as Written or with Amendments.

Attachments: 01-09-2024 Minutes ADA.pdf
Exhibit A - Economic Update December 31 2023 PTA.pdf
Exhibit B - City of Cocoa Council Presentation - January 9 2024 FINAL.pdf

II.2(b) 24-194 Approval of the January 23, 2024 Regular City Council Meeting Minutes as Written or with Amendments.

Attachments: 01-23-2024 Minutes ADA.pdf

III. AWARDS AND PRESENTATIONS:

III.1 24-110 Space Coast TPO School Routes Analysis Presentation.

Attachments: SCTPO SRA City of Cocoa Presentation_FINAL (1).pdf

III.2 24-182 Proclamation: National Public Safety Telecommunications Week.

Attachments: National Public Safety Telecommunicators Week.pdf

III.3 24-128 Accept the Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2023.

Attachments: City of Cocoa_Final Presentation to Council.pdf
FINAL-FY23 Cocoa ACFR 3-25-24 ADA.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 three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. CONSENT AGENDA:

V.1 24-155 Approve the adoption of the National Institute of Standards and Technology Cybersecurity Framework and authorize the Chief Technology Officer to complete the Local Governance Cybersecurity Standards Attestation Form via the Florida Digital Service online portal before the January 1, 2025, deadline to affirm that required standards have been adopted.

Attachments: City of Cocoa Local Governance Cybersecurity Standards Attestation Form.pdf

V.2 24-161 Approve Resolution 2024-034 for Partial Vacation of certain Utility Easements and Approve replacement Utility Easement Agreement between the City of Cocoa, Cirrus Apartments, LLC (Cirrus), and Cocoa Retail LLC (Cocoa Retail)

Attachments: UTILITY EASEMENT AGREEMENT - CIRRUS APARTMENTS - PARTIALLY E
Resolution 2024-034 Vacating Portions of Easements on Cirrus Property
Exhibit A - Description and Depiction of Easements to be Vacated _ 11545_100 11545_200_029-Esmts-029_r1.pdf

V.3 24-171 Council Approval Ex Post Facto For a K9 Donation for a Ballistic Vest for K9 Draco. Approve A Resolution Amending the FY24 Budget, BAF#24-073-A for $1,800.

Attachments: BAF 24-073-A-PD K-9 Vest Donation (04-09-24) Agenda 24-171.pdf
K9 vest donation application (1).pdf
K9 vest donation application.pdf
K9 sizing form.pdf
k9 certificate.pdf
Draco-and-Moderson.jpg
Draco-relaxing.jpg
Budget Resolution FY 2024-035 ADA Compliant.docx

V.4 24-174 Authorize the Chief Technology Officer to apply for the Florida Local Government Cybersecurity Grant for security capabilities.

Attachments: Internal Grant Application - FY24 FLDS Cypersecurity.pdf

V.5 24-179 Approve Resolution to Waive Competitive Bidding Process to Repair the Pool at Joe Lee Smith Community Center at a Total Cost not to Exceed $115,000. Provide Authority to the City Manager to Approve Purchase Orders and Execute Contracts related to the Pool Repair at Joe Lee Smith Community Center. Approve a Resolution Amending the FY24 Budget, BAF#24-076-T.

Attachments: solesourceresolution 2024-036.doc
Budget Resolution FY 2024-037 ADA Compliant.docx
BAF 24-076-T-PW-JLS Pool AFBP21 (4-9-24) Agenda 24-179.pdf

MULTI-YEAR CONTRACTS:

V.6(b) 23-677 To Approve and Authorize the City Manager to Execute Task Order 2024-01 with CHA Consulting, Inc. for Engineering Services of the Pineda Water Main Railroad Crossing Project; To Approve as a Multi-Year Contract from FY2024 through FY2025; To Approve a Resolution Amending the FY2024 Budget, BAF#24-067-PT ($203,902).

Attachments: TO-CHA 2024-01 $203,902-UT-ENG.pdf
Proposal
COI - Exp 8-1-24.pdf
Q-23-12-COC-A Continuing Services Agreement.pdf
EXHIBIT A - CHA Billing Rates2.pdf
EXHIBIT B - RFQ Q-23-12-COC.pdf
EXHIBIT C - CHA Submittal.pdf
Good Faith Estimate.pdf
Budget Resolution FY 2024-032 ADA Compliant.docx
BAF 24-067-PT-UT- Fund RR Crossing Water Main (04-09-24) Agenda 23-677.

V.7(b) 24-176 Approve a multi-year agreement between the City of Cocoa and COTG 2021, LLC for two years with the option to extend for three additional one-year periods to provide after-hours drug testing services on an as needed basis, and authorizing the City Manager to execute the agreement and amendments.

Sponsors: Director

Attachments: Service Agreement - COTG 2021 LLC - FINAL.pdf

VI. PUBLIC HEARINGS:

VI.1 24-190 Request to Postpone Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial to the May 14, 2024 City Council Meeting.

Attachments:
- 301 S Cocoa Blvd Location.pdf
- 301 S Cocoa Blvd FLU.pdf
- 301 S Cocoa Blvd Zoning.pdf
- Exhibit D Relevant Excerpt Comp Plan Data and Analysis 2010 (1)
- Exhibit E - City of Cocoa Entry Signs.pdf
- Exhibit F - Relevant Excerpt Cocoa Redeveopment Agency Minutes 5-2002 (1).
- 24-0200001 Application ZMA 301 S Cocoa Blvd.pdf
- FLU MAP FROM 2010 EAR.pdf
- P&Z Legal Ad Feb 7_final.pdf

VI.2 24-192 Pass on **FIRST READING** Ordinance 5 -2024 a Zoning Map Amendment for a +/- 13.34-acre parcel located at 1600 Flower Mound Lane from Brevard County RU-2-10 (Medium Density Multiple-Family Residential) to City of Cocoa RU-2-15 (Multiple Family Dwelling).

Attachments:
- Ordinance 05-2024 Rezoning Flower Mound Ln. Property to RU-2-15
- 1600 Flower Mound Ln Location.pdf
- 1600 Flower Mound Ln FLU.pdf
- 1600 Flower Mound Ln Zoning.pdf
- Oak Meadows Rezoning Legal Ad - P&Z and 1st CC

VII. COUNCIL BUSINESS:

VII.1 24-099 Approve the current Code Enforcement Lien for the vacant residential property located at 2546 N Indian River Dr, be reduced to $3,033.26.

Attachments: LR Appl..pdf
LR Staff Report.docx
Cost Aff -2546.xlsx
1. NOV.docx
Letter.pdf
Email (2).msg
Email (7).msg
1. Facts.pdf
2. Order.pdf
LR 15Feb24 Min..pdf

VII.2 24-175

Attachments: Board Roster.pdf
Kaitlin Aliano Seeking reappointment.pdf
Patricia weeks seeking reappointment.pdf

VII.3 24-144 Approve Resolution No. 2024-033 Adopting the Emergency Financial Plan

Attachments: Resolution 2024-033 Emergency Financial Plan.docx
Cocoa Emergency Financial Plan 04-24.pdf

VIII. CITY BUSINESS:

VIII.1 24-164 Approval of a road closure date change and the addition of a street closure outside the CBD.

VIII.2 24-191 Approval of Petition for Annexation and related consent forms and affidavit for the voluntary annexation into the City of Orlando of ten parcels of land owned by the City of Cocoa in Orange County and authorizing the City Manager to execute said documents. [Note: The approval is subject to reconsideration and rescission by the City Council under the condition stated in this Agenda Item and approval of the annexation agreement by the cities of Cocoa and Orlando.]

Attachments: City of Cocoa Petition to Annex
Consent Forms Cocoa

IX. INFORMATIONAL AGENDA:

IX.1 **24-183** Bi-weekly Report from March 22 - April 4, 2024.

Attachments: Council bi-weekly 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: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov.

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.

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Legislation Details (With Text)

File #:	24-181	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	4/4/2024			**In control:**	City Council
On agenda:	4/9/2024			**Final action:**	
Title:	Approve the Agenda for the April 9, 2024 Regular City Council Meeting as Written or with Amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04-09-2024 Short Agenda.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 4, 2024
Agenda Date: April 9, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Approve the Agenda for the April 9, 2024 Regular City Council Meeting as Written or with Amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the Agenda for the April 9, 2024 Regular City Council Meeting as Written or with Amendments.

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Agenda
City of Cocoa
Regular Meeting of The City Council

Date: April 9, 2024
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 9, 2024. (24-181)

2. Minutes: (a) Regular Meeting of January 9, 2024. (24-189)
(b) Regular Meeting of January 23, 2024. (24-194)

III. Awards and Presentations:

1. Space Coast TPO School Routes Analysis Presentation. (24-110). (SCTPO)

2. Proclamation: National Public Safety Telecommunications Week. (24-182). (Police Chief)

3. Accept the Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2023. (24-128). (Finance Director)

IV. Delegations:

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

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

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V. Consent Agenda:

(A) General Consent Items:

1. Approve the adoption of the National Institute of Standards and Technology Cybersecurity Framework and authorize the Chief Technology Officer to complete the Local Governance Cybersecurity Standards Attestation Form via the Florida Digital Service online portal before the January 1, 2025, deadline to affirm that required standards have been adopted. (24-155). (Chief Technology Officer)

2. Approve Resolution 2024-034 for Partial Vacation of certain Utility Easements and Approve replacement Utility Easement Agreement between the City of Cocoa, Cirrus Apartments, LLC (Cirrus), and Cocoa Retail LLC (Cocoa Retail). (24-161). (Utilities Director)

3. Council Approval Ex Post Facto For a K9 Donation for a Ballistic Vest for K9 Draco. Approve A Resolution Amending the FY24 Budget, BAF#24-073-A for $1,800. (24-171). (Police Chief)

4. Authorize the Chief Technology Officer to apply for the Florida Local Government Cybersecurity Grant for security capabilities. (24-174). (Chief Technology Officer)

5. Approve Resolution to Waive Competitive Bidding Process to Repair the Pool at Joe Lee Smith Community Center at a Total Cost not to Exceed $115,000. Provide Authority to the City Manager to Approve a Purchase Orders and Execute Contracts related to the Pool Repair at Joe Lee Smith Community Center. Approve a Resolution Amending the FY24 Budget, BAF#24-076-T. (24-179). (Public Works Director)

(B) Multi-Year Contracts:

6. To Approve and Authorize the City Manager to Execute Task Order 2024-01 with CHA Consulting, Inc. for Engineering Services of the Pineda Water Main Railroad Crossing Project; To Approve as a Multi-Year Contract from FY2024 through FY2025; To Approve a Resolution Amending the FY2024 Budget, BAF#24-067-PT ($203,902). (23-677). (Utilities Director)

7. Approve a multi-year agreement between the City of Cocoa and COTG 2021, LLC for two years with the option to extend for three additional one-year periods to provide after-hours drug testing services on an as needed basis, and authorizing the City Manager to execute the agreement and amendments. (24-176). (Administrative Services Director)

VI. Public Hearings:

1. Request to Postpone Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial to the May 14, 2024 City Council Meeting. (24-190). (Planning Consultant)

2. Pass on FIRST READING Ordinance 05-2024 a Zoning Map Amendment for a +/-13.34-acre parcel located at 1600 Flower Mound Lane from Brevard County RU-2-10 (Medium Density Multiple-Family Residential) to City of Cocoa RU-2-15 (Multiple Family Dwelling). (24-192). (Planning Consultant)

VII. Council Business:

1. Approve the current Code Enforcement Lien for the vacant residential property located at 2546 N Indian River Dr, be reduced to $3,033.26. (24-099). (Chief of Police)

2. Consider the reappointment of Kaitlyn Aliano and Patricia Weeks as members of the Board of Adjustment through May, 2027. (24-175). (Administrative Services Director)

3. Approve Resolution No. 2024-033 Adopting the Emergency Financial Plan. (Finance Director)

VIII. City Business:

1. Approval of a road closure date change and the addition of a street closure outside the CBD. (24-164). (Comm. & Economic Dev. Director)

This Agenda may be Amended up until or at the Meeting

2. Approval of Petition for Annexation and related consent forms and affidavit for the voluntary annexation into the City of Orlando of ten parcels of land owned by the City of Cocoa in Orange County and authorizing the City Manager to execute said documents. [Note: The approval is subject to reconsideration and rescission by the City Council under the condition stated in this Agenda Item and approval of the annexation agreement by the cities of Cocoa and Orlando.] (24-191). (City Attorney)

IX. Informational Agenda:

1. Bi-weekly Report from March 22 - April 4, 2024. (24-183). (City Manager)

X. Reports:

XI. Adjournment:

XII. Notice To The Public:

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

This Agenda may be Amended up until or at the Meeting

Legislation Details (With Text)

File #:	24-189	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Agenda Ready
File created:	4/5/2024			**In control:**	City Council
On agenda:	4/9/2024			**Final action:**	
Title:	Approval of the January 9, 2024 Regular City Council Meeting Minutes as Written or with Amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	01-09-2024 Minutes ADA.pdf Exhibit A - Economic Update December 31 2023 PTA.pdf Exhibit B - City of Cocoa Council Presentation - January 9 2024 FINAL.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 5, 2024
Agenda Date: April 9, 2024
Prepared By: Monica Arsenault, City Clerk
Through:
Requested Action:
Approval of the January 9, 2024 Regular City Council Meeting Minutes as Written or with Amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approval of the January 9, 2024 Regular City Council Meeting Minutes as Written or with Amendments.

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MINUTES
City of Cocoa
Regular Meeting of The City Council

January 9, 2024

A Regular City Council Meeting was held on Tuesday, January 9, 2024, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

Scott Billue provided invocation and Lt. Dellatorre of Cocoa PD led the assembly in the Pledge of Allegiance.

The Recording Secretary took the roll.

PRESENT:	Michael C. Blake	Mayor
	Lavander Hearn	Deputy Mayor
	Matthew Barringer	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Lori Chabot	Recording Secretary

OTHER STAFF MEMBERS PRESENT:

Jack Walsh, Utilities Director; Charlene Neuterman, Community Services Director; Tammy Gemmati, Administrative Services Director; Evander Collier, Police Chief; Rebecca Bowman, Finance Director; Jonathan Lamm, Fire Chief; Robert Beach, Chief Technology Officer; and Jason Dowty, Help Desk Support Tech.

I. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of January 9, 2024. (24-20).

*** MOTION by Deputy Mayor Hearn; Seconded by Councilmember Goins to approve the agenda for the Regular meeting of January 9, 2024 as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Minutes: Regular Meeting of October 24, 2023. (24-18).

*** MOTION by Councilmember Koss; Seconded by Councilmember Goins to approve the minutes for the Regular meeting of October 24, 2023 as written or with amendments.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Informational Annual Investment Report for FY2023. (24-10). (Finance Director)

   Ms. Bowman introduced Financial Advisor, Mr. John F. Grady, Managing Director of Public Trust Advisors. Mr. Grady presented[1] an Economic Update discussing portfolio strategies and various economic indicators for year 2024.

   Mayor Blake thanked Mr. Grady for his presentation and congratulated Ms. Bowman and her staff for their work.

IV. Delegations:

Brad Whitmore, Cocoa, FL spoke regarding a successful Holiday Boat Parade. It was the fourth year. However, they missed the Cocoa PD Police Boat. He also gave an update on the Dog Park. He asked Council to consider keeping the trailer parking spots in the Lee Wenner parking reconfiguration.

[1] Exhibit A: Economic Update Presentation
Exhibit B: City Council Finance Presentation

Scott Billue, President of Matthews Hope, provided an update to Council on the success of Matthew's Hope and also wanted to clear up some misinformation. He clarified that he does not own the development that Taylor Morrison is building.

V. Consent Agenda:

(A) General Consent Items:

1. To Approve Task Order 2024-07 with Carollo Engineers, Inc., Orlando, Florida, for Design of the PLC Replacements at the Jerry Sellers Water Reclamation Facility. (23-784). (Utilities Director)

********This Item is Confidential per FS 119.0725 and Not for Public Release********

2. Approve a Resolution Amending the FY24 Budget, BAF #24-035-T, by way of a transfer from General Fund Contingency, in the amount of $2,300 for the purposes of updating the Highest and Best Use Appraisal for 915 Florida Ave. (23-794). (Community Services Director)

3. Approval to modify the FY2024 pay plan. (24-04). (Administrative Services Director)

4. Approve a Resolution Amending the FY24 Budget, BAF #24-037-A, in the amount of $112,400, accepting the revenue from Florida City Gas (Pivotal Holdings, Inc.) for the gas easement located at Lee Wenner Park to be allocated to General Fund Contingency for additional Cocoa Village Parking and Street Parking, Project (AFBP24). (24-08). (Community Services Director)

5. Approve a Resolution to Waive Competitive Bidding by way of Single Source to Community Housing Initiative, Inc. of Melbourne for the construction of the five homes in the Michael C. Blake Subdivision. (24-14). (Community Services Director)

6. Announcement of Mayor Blake, Deputy Mayor Hearn and Councilmember Koss to Attend the Florida League of Cities Legislative Action Days from January 28, 2024 - January 31, 2024. (24-17). (Administrative Services Director)

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Hearn to approve the Consent Agenda.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

(B) Multi-Year Contracts:

VI. Public Hearings:

1. Approve Ordinance on First Reading amending Section 2-26 of the City Code regarding the qualification of candidates for City Council. (23-793). (City Attorney)

City Attorney Garganese shared that this is the First Reading of the Ordinance and read the title into the record as follows:

Ordinance No. 02-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AMENDING SECTION 2-26 OF THE CITY CODE REGARDING THE ELECTION QUALIFYING PERIOD REQUIREMENTS FOR THE OFFICE OF MAYOR AND CITY COUNCIL IN ACCORDANCE WITH SECTION 1 OF ARTICLE XVII OF THE CITY CHARTER; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY AND AN EFFECTIVE DATE.

Attorney Garganese stated this clarifies the qualifications required and more clearly spells it out.

Mayor Blade stated that he liked that it is transparent and does not have any problems with it.

Councilmember Koss thanked Attorney Garganese.

Mayor Blake opened the hearing to the public.

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

*** MOTION by Councilmember Koss; Seconded by Councilmember Goins to approve Ordinance No. 02-2024 on First Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Consider Petition filed by The Taylor Morrison of Florida, Inc., to create a community development district pursuant to Chapter 190, Florida Statutes, known as the Windward Preserve Community Development District. (24-15). (City Attorney)

City Attorney Garganese shared that this is the First Reading of the Ordinance and read the title into the record as follows:

Ordinance No. 01-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY 3 OF COCOA, FLORIDA, ESTABLISHING THE WINDWARD 4 PRESERVE COMMUNITY DEVELOPMENT DISTRICT 5 PURSUANT TO CHAPTER 190, FLORIDA STATUTES; 6 NAMING THE DISTRICT; DESCRIBING THE EXTERNAL 7 BOUNDARIES OF THE DISTRICT; DESCRIBING THE 8 FUNCTIONS AND POWERS OF THE DISTRICT; 9 GRANTING SPECIAL POWERS; DESIGNATING FIVE 10 PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE 11 DISTRICT'S BOARD OF SUPERVISORS; PROVIDING A 12 SEVERABILITY CLAUSE; AND PROVIDING AN 13 EFFECTIVE DATE.

Mayor Blake opened the hearing to the public.

Katie Delaney, Cocoa, FL, spoke on the Windward project. She stated the residents are asking for smart development. The area is a country type of living, with large properties. The development doesn't seem responsible and the safety issues are huge. Roads are also a concern. She asked about the road work on 524 as she had been to a TPO meeting in December and was told this project was not on their list of projects.

Councilmember Koss asked and Attorney Garganese clarified what Council was voting on.

Discussion continued among Councilmembers with regard to when an HOA takes over and the role of the CDD.

Deputy Mayor Hearn stated that he hears her concerns and is very familiar with the area. He asked if they had spoken with the County or County Commission. She replied there were no phone calls returned.

Jere Earlywine, Tallahassee spoke on behalf of the Petitioner. The CDD is similar to an HOA and there are a lot of advantages.

Councilmember Koss asked about the waste water system and in response, Mr. Earlywine noted that the stormwater will stay with the CDD.

Additionally, Attorney Garganese provided further details and clarification.

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

* **MOTION by Mayor Blake; Seconded by Councilmember Goins, to approve Ordinance No. 01-2024 on First Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Council Business:

1. Consideration of the 2024 City Council meeting date additions and cancellations. (23-760). (Administrative Services Director)

Councilmember Koss shared that she has an objection to the date of the State of the City meeting. She added that doing it in the first quarter is better than late in the year. She asked to move it to the first quarter of the year rather than in October and asked for an amendment.

Mayor Blake asked staff about previous State of the City addresses. In response, Ms. Gemmati stated that in the past the meetings were held individually.

Ms. Senger added that it was frequently done during the Economic Development Update event. This was in December roughly. Ms. Gemmati clarified this year's calendar dates was copied from the prior year, with the dates updated.

Mayor Blake stated that he doesn't want to interfere with Councilmember Koss's District Meeting.

City Manager Whitten requested that if there are going to be district meetings, that they be put on Council's Calendar in order to manage staff.

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Hearn to approve the meeting date additions and cancellations. Each district will maintain their meetings to meet with constituents and must place the dates on the calendar.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Bi-Weekly Report Covering December 8, 2023 - January 4, 2024. (24-09). (Administrative Services Director)

X. Reports:

City Manager provided Councilmembers with an update about 211 Coquina Drive in Cocoa.

Ms. Senger mentioned a January 27th event at Cocoa High and on Jan 31, 2024 the annual Economic Development update will take place.

Mayor Blake mentioned the legislation dates may interfere with this date.

Ms. Senger also shared that the website has a new chat box feature and provided a demonstration.

Mayor Blake reminded all that January 15, 2024 is Martin Luther King Day.

Councilmember Koss commented on the update about Coquina Dr. and shared her feedback with regard to the explosion reported at this house.

Mayor Blake shared that, along with a few members of the Police Department and the Code Enforcement Director, he spoke with some of the residents in the neighborhood.

Councilmember Koss announced that Shayla Murray is the new Director of Elevate Brevard and is pleased to come on board. She has some great ideas.

Councilmember Koss stated that Pickle Ball is now at Travis Park on Tuesdays and Thursdays.

Deputy Mayor Hearn also spoke about the issue with the fireworks.

Additionally, he added that he was at Bracco Pond and saw several beemats that are responsible for cleaning the water. He recognized Mr. Studstill who saw him at the pond and helped pick up trash.

Councilmember Barringer recalled that at a previous meeting, there were a lot of questions and concerns with regard to Matthew's Hope and the surrounding

neighborhood. To follow up on that, he went to the area and shared what he observed. He also went to the water tower and the nearby homes. He visited and talked with folks in the area and shared their suggestions. While our downtown is the vibrant part of Cocoa, he added he also saw another heart of Cocoa.

Councilmember Goins thanked Councilmember Barringer for his follow up work and due diligence.

Councilmember Goins shared photos of events he recently attended. He also gave an update on Provost Park and the Michael C. Blake subdivision.

Mayor Blake discussed the homeless issue and that there are many 501C3's on our radar and they have a plan that will be shared with the public.

Mayor Blake also recognized reporter Mike Miller who wrote two great articles on Cocoa and thanked him.

He announced the FLC legislative dates and discussed a specific bill to increase homestead exemptions from $50K to $75K. He pointed out that there are many questions about this. He also talked about House Bill 777 regarding water / sewer fees and charges. The bill is to reduce fees but advised there are questions.

Lastly, he shared that the new Form 6 became effective January 1st and stressed to be conscientious of this form.

XI. Adjournment:

*** MOTION by Councilmember Barringer; Seconded by Mayor Blake, to adjourn the Special meeting of January 9, 2024.**

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:05 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Lori Chabot, Recording Secretary

Exhibit A

PUBLIC TRUST ADVISORS

Economic Update

December 2023

Disclosures

Data unaudited. This presentation is for informational purposes only. The information contained herein has been obtained from sources that we believe to be reliable, but its accuracy and completeness are not guaranteed. The information presented should not be used in making any investment decisions and is not a recommendation to buy, sell, implement, or change any securities or investment strategy, function, or process. Any financial and/or investment decision should be made only after considerable research, consideration and involvement with an experienced professional engaged for the specific purpose. All comments and discussion presented are purely based on opinion and assumptions, not fact, and these assumptions may or may not be correct based on foreseen and unforeseen events.

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Macroeconomic Themes



Has the Fed Done Enough to Tame Inflation?



A Recession or a Soft Landing?



The Waiting Game

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Bloomberg Federal Funds Forecast – December 2023

12/29/2023

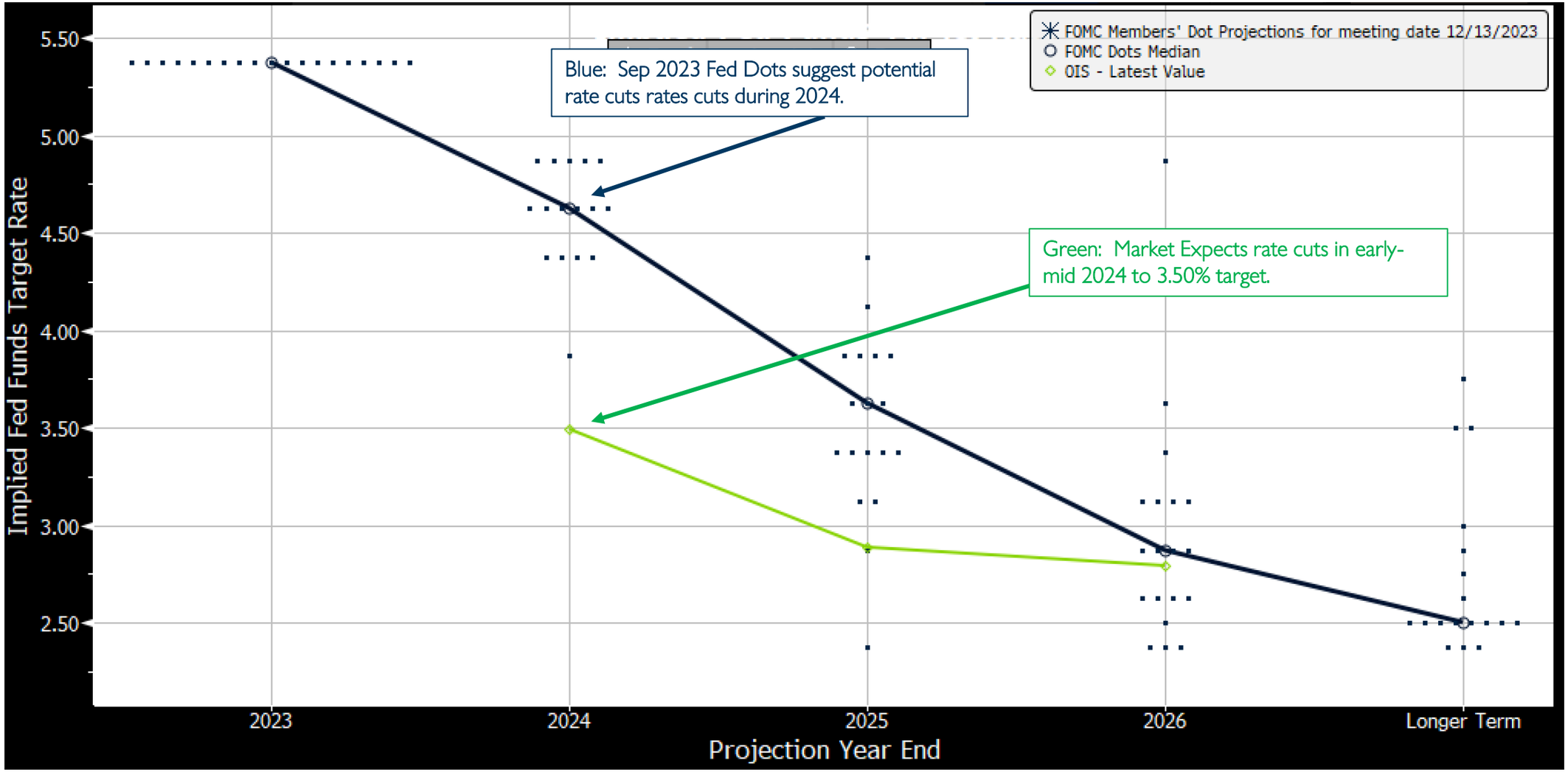
Meeting	#Hikes/Cuts	%Hike/Cut	Imp. Rate Δ	Implied Rate
01/31/2024	-0.160	-16.0%	-0.040	5.288
03/20/2024	-1.003	-84.3%	-0.251	5.077
05/01/2024	-2.075	-107.2%	-0.519	4.809
06/12/2024	-3.118	-104.4%	-0.780	4.548
07/31/2024	-3.960	-84.2%	-0.990	4.338
09/18/2024	-4.918	-95.8%	-1.229	4.098
11/07/2024	-5.630	-71.3%	-1.408	3.920
12/18/2024	-6.303	-67.2%	-1.576	3.752
01/29/2025	-6.950	-64.7%	-1.738	3.590

Source: Bloomberg. Data as of December 29, 2023.

Please reference disclosure page for additional information.

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FOMC Dot Plot –December 2022 vs. December 2023



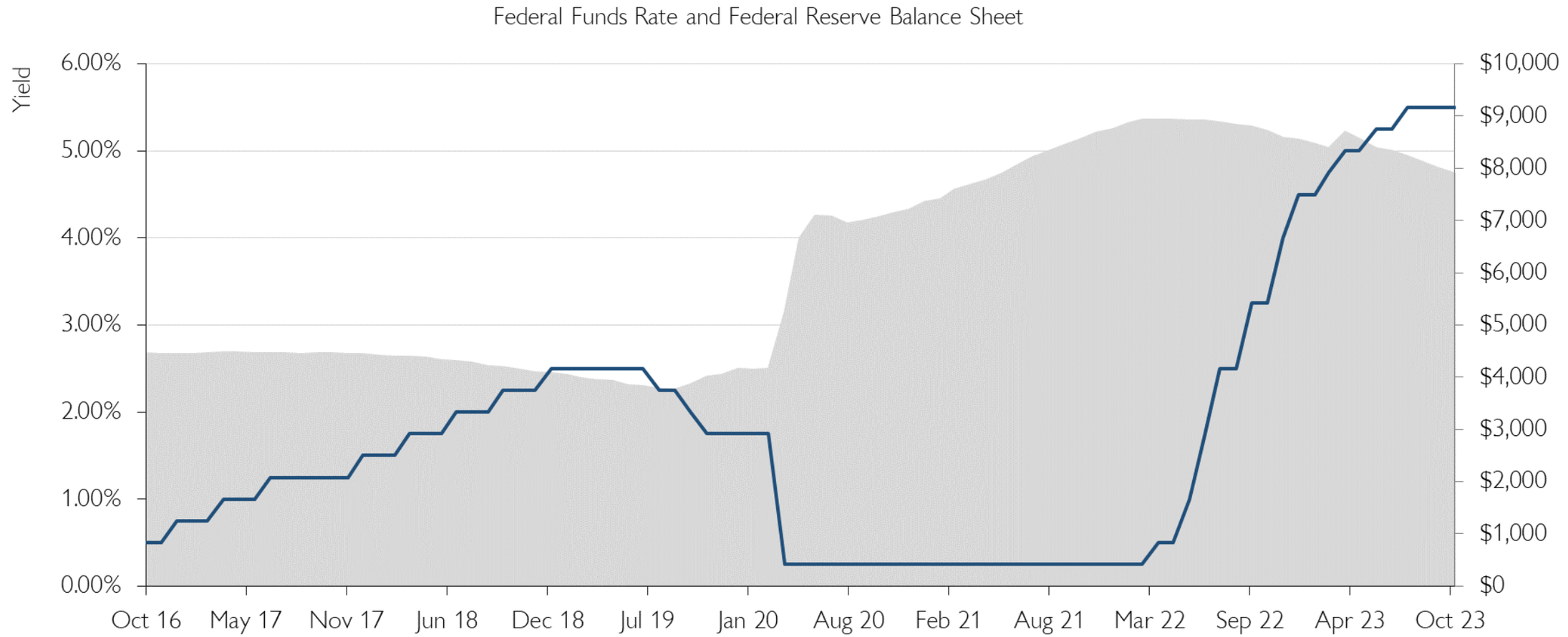
Source: Bloomberg. Data as of January 3, 2024.

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Aggressive Monetary Policy Forces and an Inverted Yield Curve

- The Federal Funds Target Rate is the short-term interest rate targeted by the Fed as part of its monetary policy. The target Fed Funds level was replaced by a "target range" in December 2008. The grey line represents the upper bound of the range while the shaded blue area illustrates the change in total assets held on the Fed's balance sheet over time.



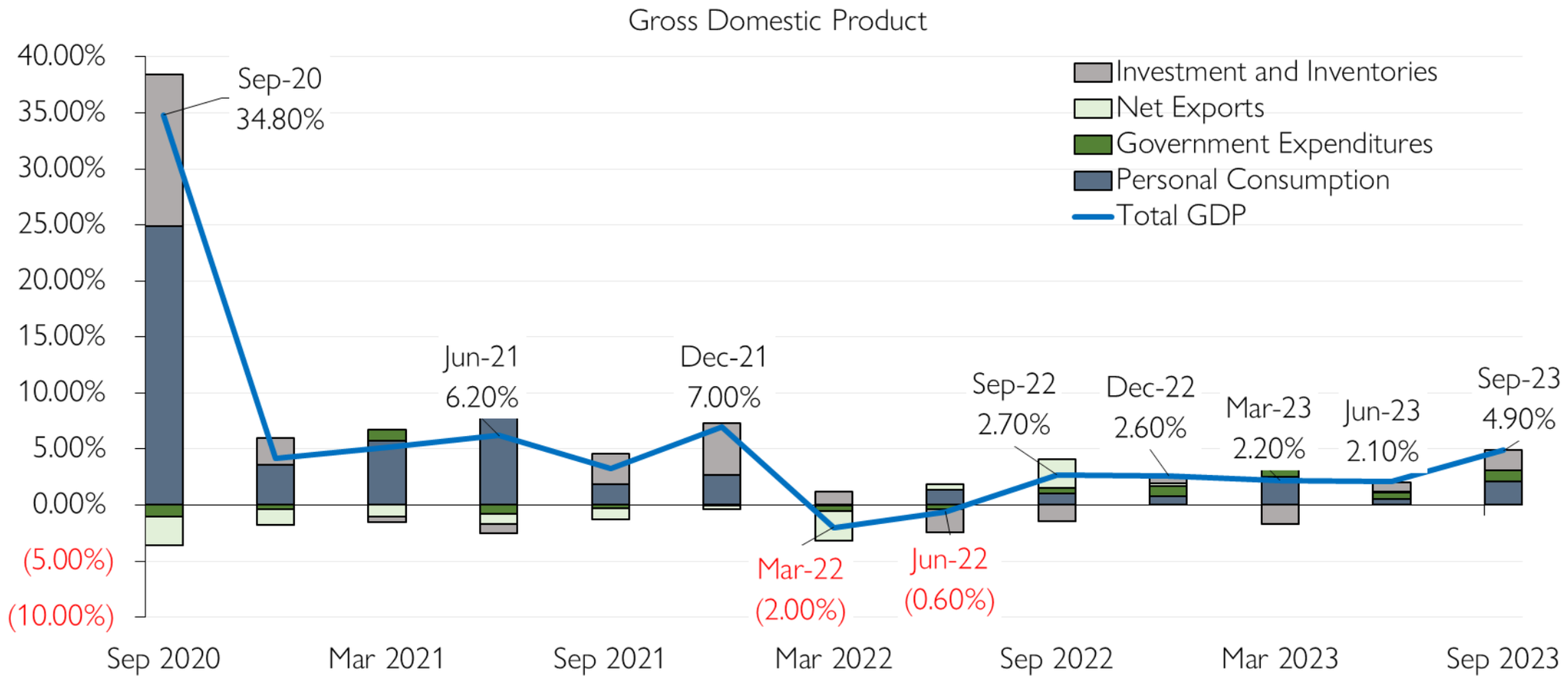
Source: Bloomberg. Data as of October 31, 2023.

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Gross Domestic Product

- U.S. economic growth continued to defy expectations of a slowing economy, posting 4.9% annualized growth for the 3rd quarter. Personal consumption was the largest contributor to growth at 2.11% and the business investment and inventories sector contributed 1.74% during the quarter. This was the highest level for the investment and inventories sector since December 2021. Government expenditures added 0.99%.



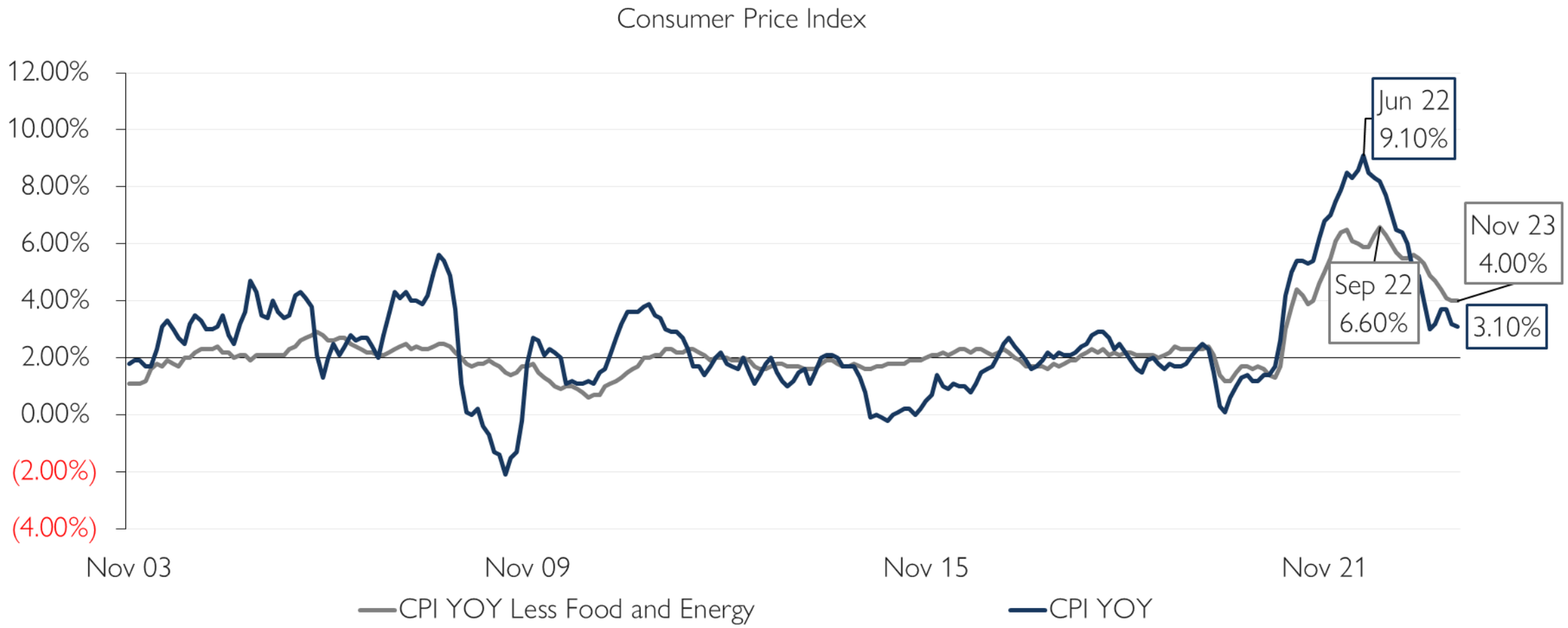
Source: Bloomberg, data as of December 31, 2023.

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Inflation - CPI

- The year over year November Consumer Price Index was 3.1% down 0.1%% from October, and 0.1% higher than the low of 3.0% in June. The lower inflation figure was helped by a decrease in gasoline prices, down -8.9% year over year, food prices were higher by 2.9% for the year. Core CPI (less food and energy) continued trending lower, down slightly (0.1%) at 4.0%, the lowest since September 2021. The Services sector of CPI, which includes Shelter costs, has remained stubbornly high for months, and remained elevated in November with a year over year increase of +6.5%.



Source: Bloomberg, https://www.bls.gov/news.release/pdf/cpi.pdf.
Data as December 12, 2023.

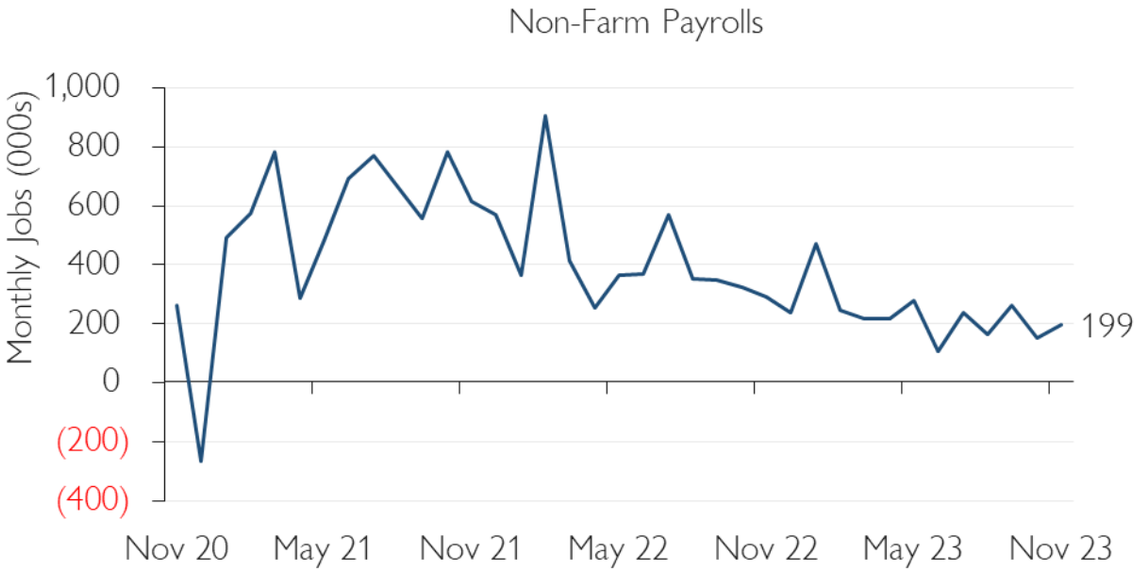
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Jobs

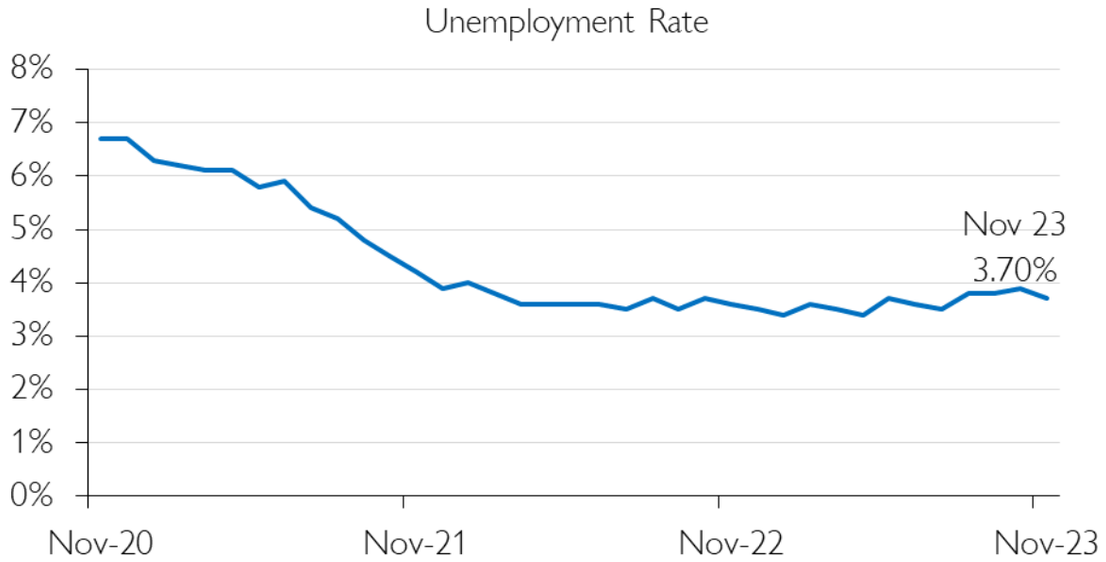
Job Growth continues

- Payrolls were up (+49k) in November to 199k jobs created compared with October.
- Health care (+77k) and Government (+49k) sectors were the largest contributors to growth. Notably, manufacturing added 28k jobs as strikes came to an end and retail lost 38k jobs heading into the holiday shopping season.



Unemployment Levels Remain Low

- The national unemployment declined 0.2% to 3.7% in November.
- The unemployment rate has remained below 4.0% for more than 18 months.
- The number of people not in the labor force that would like a job is 5.3mm in November, compared to more than 8.7mm job openings through October.



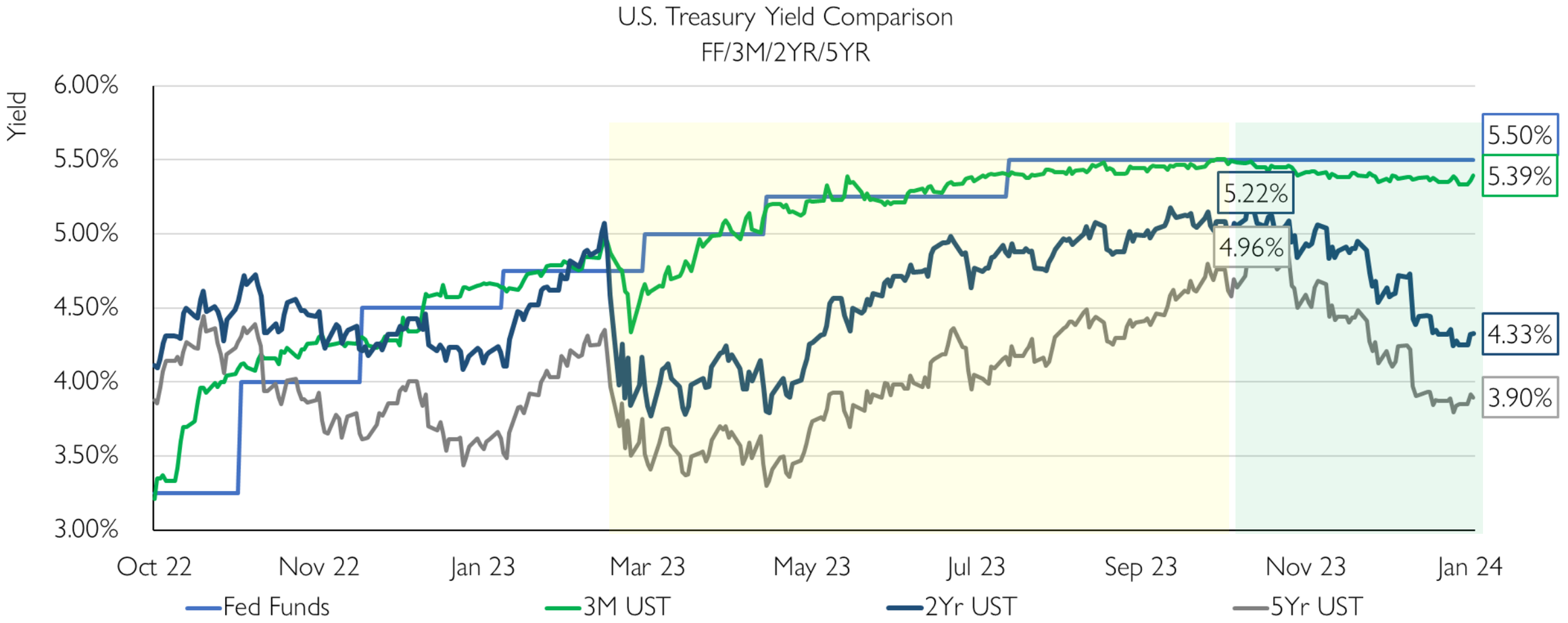
Source: Bloomberg. https://www.bls.gov/news.release/empsit.nr0.htm
Data as of December 12, 2023.

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Lower Inflation and Economic Expectations Push Rates Lower

- U.S. Treasuries with maturities longer than 3 Months and longer have yielded less than the Federal Funds over night rate, for most of 2023. Rates drift lower in November.



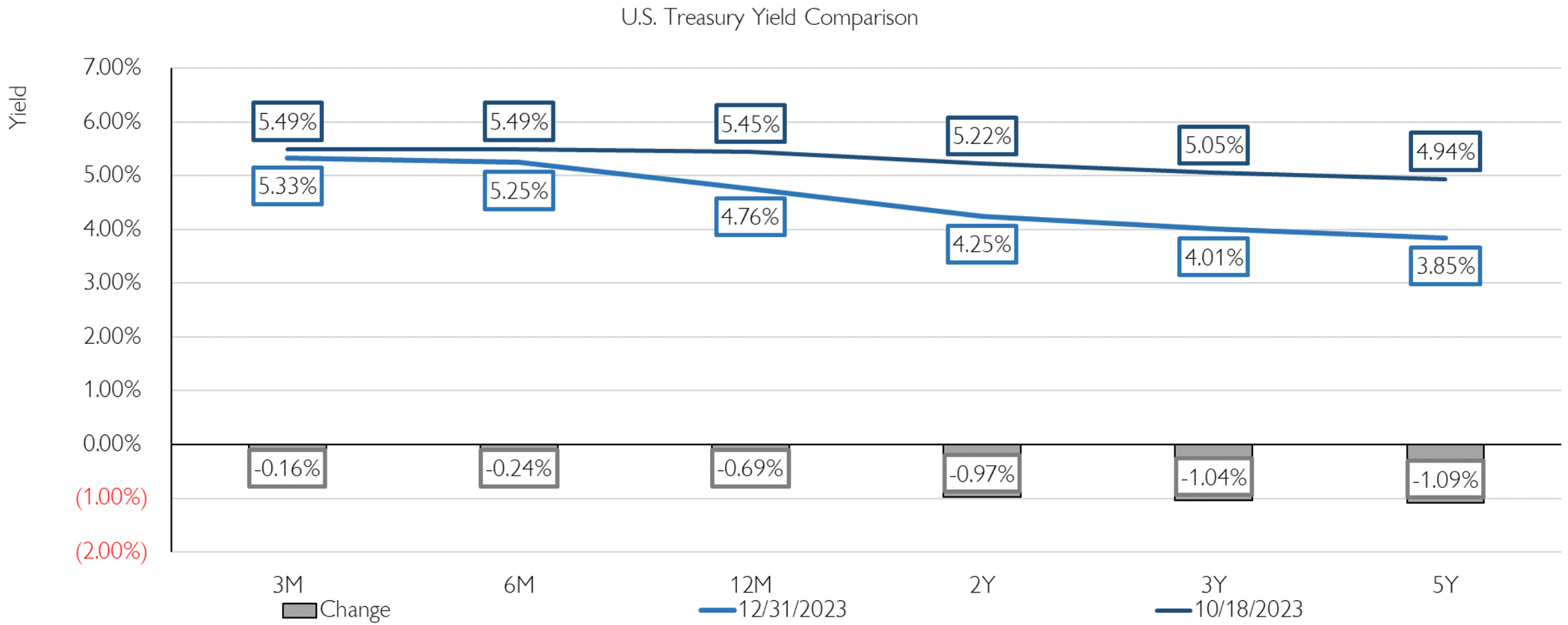
Source: Bloomberg. Data as of January 3, 2024.

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Aggressive Monetary Policy Forces and an Inverted Yield Curve

- Short term U.S. Treasury rates remain elevated as a result of aggressive FOMC monetary policy although longer term interest rates have drifted lower from the mid-October highs as inflation has improved in recent months and the expectation of an economic slowdown in 2024.



Source: Bloomberg. Data as of December 31, 2023.

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PUBLIC TRUST ADVISORS

Portfolio Strategy Review

John F Grady, Managing Director

January 9, 2024

COCOA FLORIDA

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City of Cocoa's Investment Program Review

- ✓ The City maintained an actively managed investment program during Fiscal year 2023 and the maturity structure for each portfolio is custom tailored based on the following criteria:
  - ✓ Sources and uses of funds
  - ✓ Anticipated timing of expenditures
  - ✓ Investment policy statement objectives and parameters
  - ✓ Current market conditions and historical performance
- ✓ This investment strategy has the primary focus on Safety of principal as the primary objective, providing daily liquidity from bank balances and local government investment pools, and the potential for increased earnings from the longer term investment portfolios.
- ✓ This multiple duration investment approach minimizes risks in rising and declining interest rate environments with the primary objective of safety of principal by investing in highly rated fixed income securities.
- ✓ We collaborate with the City's Finance Director and team to determine optimal investment options based on cash flows, investment policy and FI State Statutes, and current market conditions.
- ✓ The investment program is compliant with the City's investment policy and with Florida State Statutes.

Operating Portfolio Strategy Update

Investment Strategy and Maturity Structure

- The Operating Portfolio provides funding over multiple fiscal years. The portfolio is structured with maturities between one and five years. Funds are undesignated.
- The target duration is approximately 2.5 years
- The portfolio is managed as a with 1-5 year strategy, primarily using maturities between one and five years.

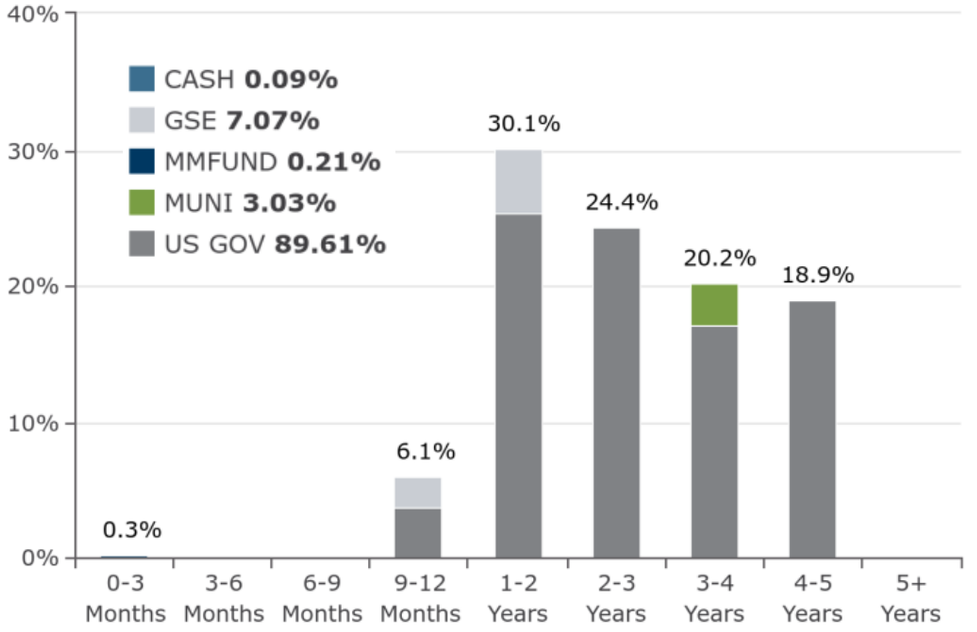
Asset Allocation and Diversification

- The portfolio is well diversified, 89.6% in UST, 7.1% in GSE, 3.0% in municipal bonds and 0.2% in MMF.
- Reinvested $9.5mm (33%) of the portfolio during the fiscal year in securities yielding 3.5% - 5.0%. These investments resulted in an increase in the book yield of 1.13%, providing the opportunity for higher income in FY2024 compared to FY2023.

Portfolio Summary

	09/30/22	09/30/23
Duration	2.483	2.504
Years to Effective Maturity	2.592	2.648
Years to Final Maturity	2.605	2.652
Coupon Rate	1.137	1.663
Book Yield	1.074	2.204
Market Yield	4.237	4.978

Maturity Distribution by Type



Source: Public Trust, Clearwater Analytics.
Data as of September 30, 2023.

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Reserves Portfolio Strategy Update

Investment Strategy and Maturity Structure

- The Reserves Portfolio is structured based on requirements defined in the bond indenture for the City's outstanding debt per debt issuance.
- The target duration is approximately 2.5 years
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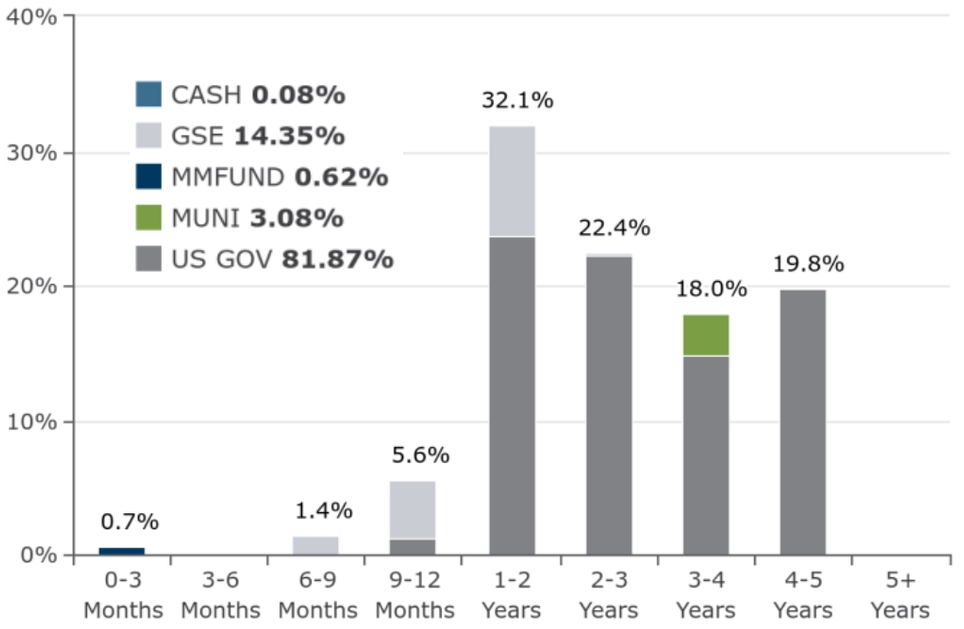
Asset Allocation and Diversification

- The portfolio is well diversified, 81.9% in UST, 14.4% in GSE, 3.1% in municipal bonds and 0.6% in MMF.
- Reinvested $4.4mm (32%) of the portfolio during the fiscal year in securities yielding 3.5% - 4.3%. These investments resulted in an increase in the book yield of 1.09%, providing the opportunity for higher income in FY2024 compared to FY2023.

Portfolio Summary

	09/30/22	09/30/23
Duration	2.455	2.478
Years to Effective Maturity	2.563	2.622
Years to Final Maturity	2.619	2.639
Coupon Rate	1.263	1.692
Book Yield	1.059	2.146
Market Yield	4.208	4.994

Maturity Distribution by Type



Source: Public Trust, Clearwater Analytics.
Data as of September 30, 2023.

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Restricted Portfolio Strategy Update

Investment Strategy and Maturity Structure

- The Restricted Portfolio is restricted cash that is held long-term. These funds are restricted and held long-term.
- The target duration is approximately 2.0 years
- The portfolio is managed as a with 0-5 year strategy, primarily using maturities between three months and five years.

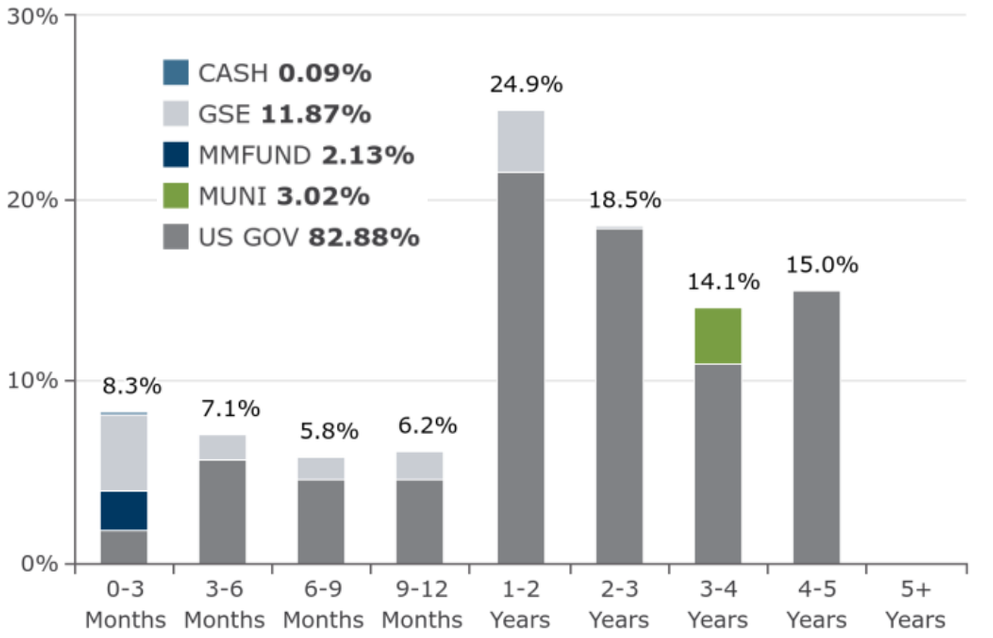
Asset Allocation and Diversification

- The portfolio is well diversified, 82.9% in UST, 11.9% in GSE, 3.0% in municipal bonds and 2.1% in MMF.
- Reinvested $8.3mm (32%) of the portfolio during the fiscal year in securities yielding 3.5% - 5.4%. These investments resulted in an increase in the book yield of 1.20%, providing the opportunity for higher income in FY2024 compared to FY2023.

Portfolio Summary

	09/30/22	09/30/23
Duration	1.983	1.983
Years to Effective Maturity	2.068	2.096
Years to Final Maturity	2.083	2.101
Coupon Rate	0.954	1.677
Book Yield	0.844	2.047
Market Yield	4.086	5.055

Maturity Distribution by Type



Source: Public Trust, Clearwater Analytics.
Data as of September 30, 2023.

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Aggregate Asset Allocation – September 30, 2023

Security Distribution	September 30, 2023 Portfolio Balance	Portfolio Allocation	Book Yield	Permitted by Policy*	Compliant
Cash	$ 31,838,242.12	19.55%	0.50%	100.00%	YES
LGIP	20,598,660.90	12.65%	5.49%	25.00%	YES
U.S. Treasury Notes	43,779,429.87	26.88%	2.34%	100.00%	YES
FNMA	1,587,157.73	0.97%	0.60%	40.00%	YES
FHLMC	1,612,487.61	0.99%	0.43%	40.00%	YES
FHLB	1,779,011.68	1.09%	0.29%	40.00%	YES
Money Market Funds	320,684.21	0.20%	4.96%	100.00%	YES
Municipal Bonds	1,541,721.39	0.95%	3.63%	25.00%	YES
FLCLASS	59,819,075.47	36.73%	5.59%	50.00%	YES
Total Portfolio Market Value	$ 162,876,470.98	100.00%	3.53%		

*Security allocations as defined within the City's investment policy statement.

City of Cocoa's Investment Program Review

- ✓ The Federal Open Market Committee (FOMC) began the most aggressive monetary tightening policy in March 2022 increasing the overnight Federal Funds Rate to from 0.25% to 5.50% by July 2023, following two years of zero interest rate policy (ZIRP). This is the highest level in more than two decades. As of December 31, 2023, market expectations are for no additional rate hikes, rather, that the FOMC will need to cut the overnight rate at some during 2024.

- ✓ This monetary policy has also resulted in the highest yields in overnight investment vehicles (LGIPs and MMF strategies) since the early 2000's with rates of more than 5.50% through September 2023.

- ✓ Longer term US Treasury rates have also continued to increase through the end of the fiscal year. The two year US Treasury was 5.05% on September 30th 2023, more than 0.70% higher than the rate of 4.28% on September 30th 2022.

- ✓ We reinvested more than 30% of each portfolio through active management and the higher interest rate environment provided the opportunity for reinvestment in yields as high as 3.5% - 5.0%, the highest yields since 2007. These securities will provide much higher income compared to the securities purchased during the lower interest rate environment.

- ✓ The City has utilized FLCLASS LGIP investment accounts with a yield of 5.59% (September 30, 2023) that the City invests in for daily liquidity. This investment option is AAA rated and provides higher interest earnings compared to the bank deposit rate and provides the same daily liquidity. FLCLASS is benefitting from the significant rise in rates with rates increasing almost daily.

- ✓ City's Operating, Reserve and Restricted portfolios maturity structures are based on historical balances and anticipated cash flow needs as well as serving as longer term reserves. The continued reinvestment within these portfolios during the fiscal year has resulted in higher income opportunities for these assets are benefitting with the reinvestments of securities that will provide higher income for the next 2-4 years. These duration strategies are complementary to the liquidity investments and provide benefits in both rising and declining rate environments.

Source: Public Trust, Clearwater Analytics.
Data as of September 30, 2023.

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Exhibit B

PUBLIC TRUST ADVISORS

Portfolio Strategy Review

John F Grady, Managing Director

January 9, 2024

COCOA FLORIDA

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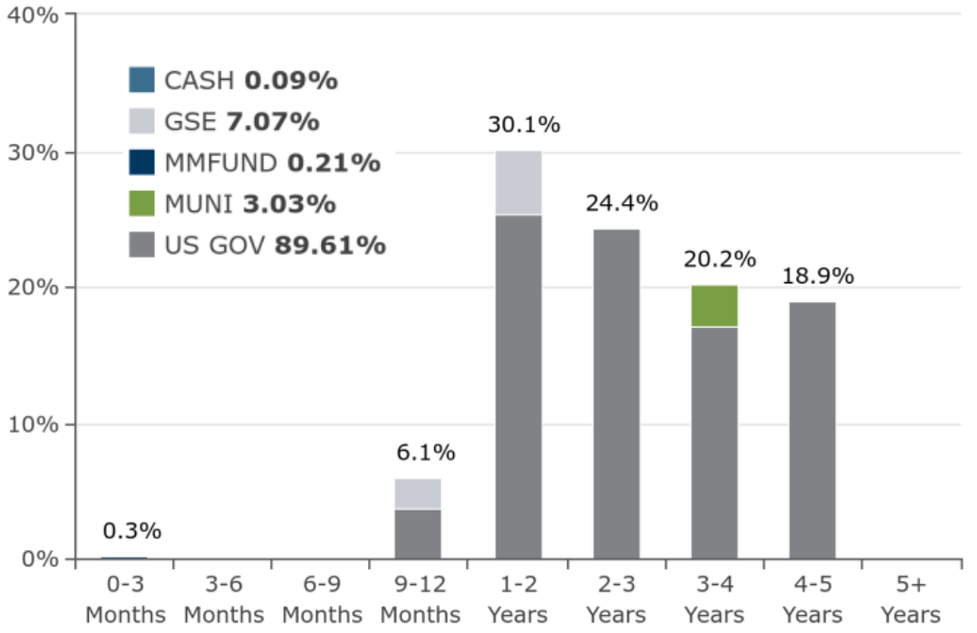
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Reserves Portfolio Strategy Update

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- The target duration is approximately 2.5 years
- The portfolio is managed as a with 1-5 year strategy, primarily using maturities between one and five years.

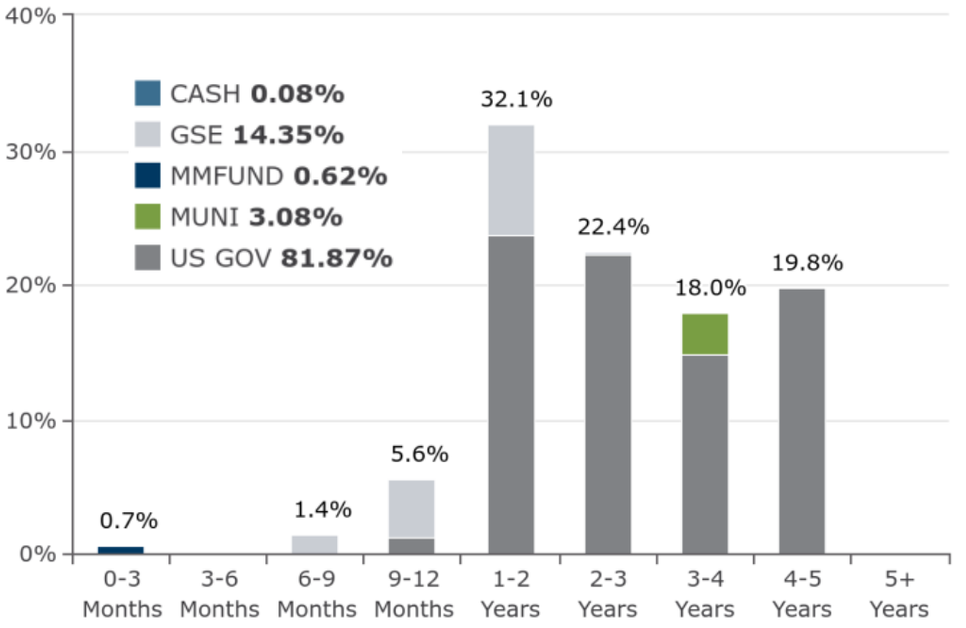
Asset Allocation and Diversification

- The portfolio is well diversified, 81.9% in UST, 14.4% in GSE, 3.1% in municipal bonds and 0.6% in MMF.
- Reinvested $4.4mm (32%) of the portfolio during the fiscal year in securities yielding 3.5% - 4.3%. These investments resulted in an increase in the book yield of 1.09%, providing the opportunity for higher income in FY2024 compared to FY2023.

Portfolio Summary

	09/30/22	09/30/23
Duration	2.455	2.478
Years to Effective Maturity	2.563	2.622
Years to Final Maturity	2.619	2.639
Coupon Rate	1.263	1.692
Book Yield	1.059	2.146
Market Yield	4.208	4.994

Maturity Distribution by Type



Source: Public Trust, Clearwater Analytics.
Data as of September 30, 2023.

Public Trust Advisors 2023 ©

Restricted Portfolio Strategy Update

Investment Strategy and Maturity Structure

- The Restricted Portfolio is restricted cash that is held long-term. These funds are restricted and held long-term.
- The target duration is approximately 2.0 years
- The portfolio is managed as a with 0-5 year strategy, primarily using maturities between three months and five years.

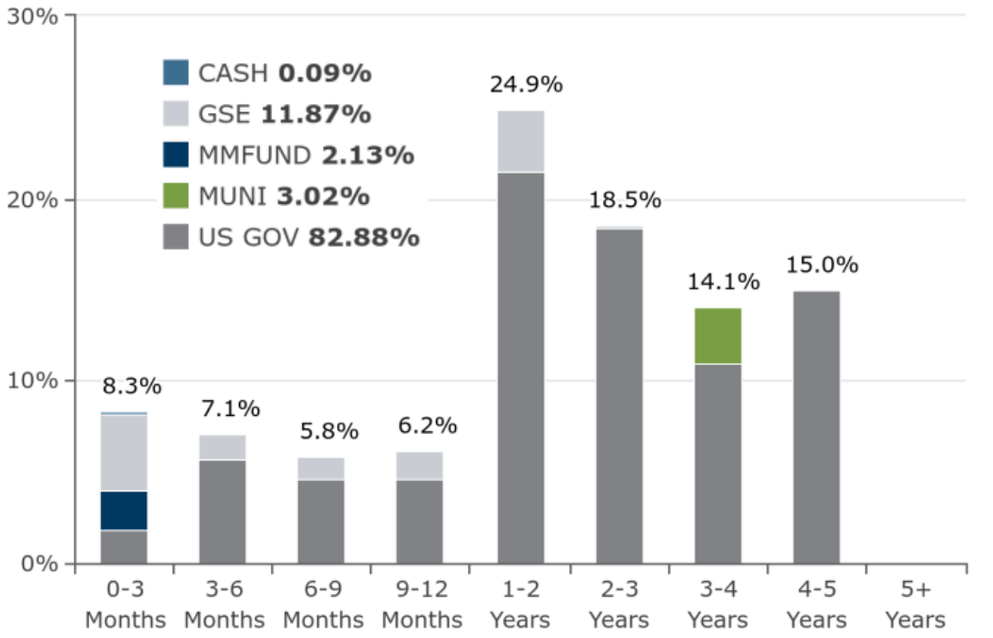
Asset Allocation and Diversification

- The portfolio is well diversified, 82.9% in UST, 11.9% in GSE, 3.0% in municipal bonds and 2.1% in MMF.
- Reinvested $8.3mm (32%) of the portfolio during the fiscal year in securities yielding 3.5% - 5.4%. These investments resulted in an increase in the book yield of 1.20%, providing the opportunity for higher income in FY2024 compared to FY2023.

Portfolio Summary

	09/30/22	09/30/23
Duration	1.983	1.983
Years to Effective Maturity	2.068	2.096
Years to Final Maturity	2.083	2.101
Coupon Rate	0.954	1.677
Book Yield	0.844	2.047
Market Yield	4.086	5.055

Maturity Distribution by Type



Source: Public Trust, Clearwater Analytics.
Data as of September 30, 2023.

Public Trust Advisors 2023 ©

Aggregate Asset Allocation – September 30, 2023

Security Distribution	September 30, 2023 Portfolio Balance	Portfolio Allocation	Book Yield	Permitted by Policy*	Compliant
Cash	$ 31,838,242.12	19.55%	0.50%	100.00%	YES
LGIP	20,598,660.90	12.65%	5.49%	25.00%	YES
U.S. Treasury Notes	43,779,429.87	26.88%	2.34%	100.00%	YES
FNMA	1,587,157.73	0.97%	0.60%	40.00%	YES
FHLMC	1,612,487.61	0.99%	0.43%	40.00%	YES
FHLB	1,779,011.68	1.09%	0.29%	40.00%	YES
Money Market Funds	320,684.21	0.20%	4.96%	100.00%	YES
Municipal Bonds	1,541,721.39	0.95%	3.63%	25.00%	YES
FLCLASS	59,819,075.47	36.73%	5.59%	50.00%	YES
Total Portfolio Market Value	$ 162,876,470.98	100.00%	3.53%		

*Security allocations as defined within the City's investment policy statement.

City of Cocoa's Investment Program Review

- ✓ The Federal Open Market Committee (FOMC) began the most aggressive monetary tightening policy in March 2022 increasing the overnight Federal Funds Rate to from 0.25% to 5.50% by July 2023, following two years of zero interest rate policy (ZIRP). This is the highest level in more than two decades. As of December 31, 2023, market expectations are for no additional rate hikes, rather, that the FOMC will need to cut the overnight rate at some during 2024.

- ✓ This monetary policy has also resulted in the highest yields in overnight investment vehicles (LGIPs and MMF strategies) since the early 2000's with rates of more than 5.50% through September 2023.

- ✓ Longer term US Treasury rates have also continued to increase through the end of the fiscal year. The two year US Treasury was 5.05% on September 30th 2023, more than 0.70% higher than the rate of 4.28% on September 30th 2022.

- ✓ We reinvested more than 30% of each portfolio through active management and the higher interest rate environment provided the opportunity for reinvestment in yields as high as 3.5% - 5.0%, the highest yields since 2007. These securities will provide much higher income compared to the securities purchased during the lower interest rate environment.

- ✓ The City has utilized FLCLASS LGIP investment accounts with a yield of 5.59% (September 30, 2023) that the City invests in for daily liquidity. This investment option is AAA rated and provides higher interest earnings compared to the bank deposit rate and provides the same daily liquidity. FLCLASS is benefitting from the significant rise in rates with rates increasing almost daily.

- ✓ City's Operating, Reserve and Restricted portfolios maturity structures are based on historical balances and anticipated cash flow needs as well as serving as longer term reserves. The continued reinvestment within these portfolios during the fiscal year has resulted in higher income opportunities for these assets are benefitting with the reinvestments of securities that will provide higher income for the next 2-4 years. These duration strategies are complementary to the liquidity investments and provide benefits in both rising and declining rate environments.

Legislation Details (With Text)

File #:	24-194	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Agenda Ready
File created:	4/5/2024			**In control:**	City Council
On agenda:	4/9/2024			**Final action:**	
Title:	Approval of the January 23, 2024 Regular City Council Meeting Minutes as Written or with Amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	01-23-2024 Minutes ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 5, 2024
Agenda Date: April 9, 2024
Prepared By: Monica Arsenault, City Clerk
Through:
Requested Action:
Approval of the January 23, 2024 Regular City Council Meeting Minutes as Written or with Amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approval of the January 23, 2024 Regular City Council Meeting Minutes as Written or with Amendments.

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MINUTES
City of Cocoa
Regular Meeting of The City Council

January 23, 2024

A Regular City Council Meeting was held on Tuesday, January 23, 2024, 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 6:04 p.m.

Councilman Goins provided the invocation and Cooper Barringer led the assembly in the Pledge of Allegiance.

The Interim City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	Lavander Hearn	Deputy Mayor
	Matthew Barringer	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Monica Arsenault	Interim City Clerk

OTHER STAFF MEMBERS PRESENT:

Abby Morgan, Public Works Director; Rebecca Bowman, Finance Director; Jonathan Lamm, Fire Chief; Charlene Neuterman, Community Services Director; Evander Collier, Police Chief; Jack Walsh, Utilities Director; Tammy Gemmati, Administrative Services Director; Samantha Senger, Communications & Economic Development Director; Robert Beach, Chief Technology Officer; and Lisa Richardson, Help Desk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of January 23, 2024. (24-46).

* ~~**MOTION by Councilmember Koss; Seconded by Councilmember Goins to approve the agenda for the Regular meeting of January 23, 2024 with an amendment to move Consent item V.1(a) to City Business item VIII.1.**~~

Discussion was held on tabling Council Business item VII.3 in order to wait for Thad Altman to provide further information prior to moving forward. It was clarified that the deadline is in October, 2024.

Mr. Walsh provided further clarification on the project and what it entails. He briefly discussed funding and grants as well.

Mr. Walsh and City Manager Whitten pointed out that regardless, by 2030 citizens will either have to hook up to sewer or advanced septic. The major issue is funding.

Councilmember Koss explained that the City needs to be competitive as Palm Bay has been and to get skin in the game. She added that she feels that fortifying the City's infrastructure is in the best interest of the citizens.

Additionally, she feels this could be better discussed in a workshop.

* **MOTION by Mayor Blake; Seconded by Councilmember Goins to table Council Business item VII.3.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Barringer, Goins

NAYES: Hearn, Koss

THE MOTION CARRIED (3-2)

* **MOTION by Mayor Blake; Seconded by Councilmember Goins to approve the agenda for the Regular meeting of January 23, 2024 with an amendment to move Consent item V.1(a) to City Business item VIII.1.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Presentation of the City's 65 Year Council-Manager Form of Government Certification. (24-44). (John Coffey, FCCMA Communications Committee Member)

   Mr. John Coffey, City Manager of Indian Harbor Beach, and committee member of FCCMA, presented the City of Cocoa with a certificate celebrating its 65th Anniversary of Council-Manager form of government.

IV. Delegations:

Debra Agostino and associates, from Orangekik Scooters, asked the Council to consider permitting low speed vehicles. She explained what their business does and shared she has been in Cocoa Beach for over a year. She provided Council with a portfolio with their business details, explaining that they take safety very seriously.

She would love to have their scooters in the Village and has submitted an application for a Business Tax Receipt but it has been in limbo awaiting approval. She reiterated that she would like Council to allow low speed vehicles in the City so they can have their application approved.

V. Consent Agenda:

(A) General Consent Items:

~~1. To Approve the Guaranteed Maximum Price (GMP) Proposal #2 from Wharton-Smith, Inc. (WSI) for the Construction Phase Services for the Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project (WS22IR) at the Jerry Sellers Water Reclamation Facility; To Authorize the City Manager to Execute Amendment #1 to Task Order 2024-04 and to Execute GMP Amendment #5 to the Master Service Agreement with WSI for Construction Manager at Risk (CMAR) Services; To Authorize the City Manager to Execute Change Orders Resulting from use of Continency; To Approve as a Multi-Year Contract from FY2024 through FY2025; To Approve a Contingency Resolution; To Approve a BAF # 24-043-A and related Budget Resolution #2024-xxx Amending the FY2024 Budget. (23-649). (Utilities Director)~~

1. To Authorize the City Manager to Execute the Agreement and Forms, Including Contract Modifications, for the Department of Environmental Protection’s Indian River Lagoon Water Quality Improvement Grant Program for a Portion of the Sellers Water Reclamation Facility Advanced Treatment Improvement Project (Internal Recycle Pump Replacement and the Supplemental Carbon) at the Jerry Sellers Water Reclamation Facility. (24-16). (Utilities Director)

2. To Approve Change Order #2 to FY2023 P.O. 80892 with Integrated Fire & Security Solutions, Inc. (IFSS) for Additional Equipment Determined to be Required for the Completion of the Fire Alarm System Replacement at the Cocoa Village Playhouse; To Approve a Resolution for the Contingency of $10,000; To Approve a Resolution Amending the FY2024 Budget to Reallocate Funds for Additional Equipment Determined to be Required for the Completion of the Fire Alarm System Replacement at the Cocoa Village Playhouse. BAF #24-042-T. (24-24). (Public Works Director)

3. Approval of a revised Investment Policy via Resolution No. 2024-XXX. (24-35). (Finance Director)

(B) Multi-Year Contracts:

4. To Approve Task Order 2024-41 with Jacobs Engineering Group Inc. (Jacobs) to Update the Water System Capital Plan, Project WS24CP; To Approve as a Multi-year Contract from FY2024 through FY2025. (23-782). (Utilities Director)

5. To Approve Task Order 2024-40 with Jacobs Engineering Group Inc. (Jacobs) for the Cocoa Lead and Copper Rule Revisions Compliance Phase 3B Support Services, To Approve as a Multi-Year Contract from FY2024 through FY2025. (23-783). (Utilities Director)

6. To approve Task Order #2024-39 with Jacobs Engineering Group, Inc. (Jacobs) for the Design, Permitting, and Bidding Services for the Banana River Tank Improvements Project (WS18BR), To Approve as a Multi-Year Contract from FY2024 through FY2025. (24-005). (Utilities Director)

7. To Approve Participation in a Cooperative Purchase Agreement Utilizing the Racine County, Wisconsin, OMNIA Partners/Trane Contract #3341 effective September 1, 2022 through August 31, 2027 to Purchase One (1) 10-Ton HVAC Air Handling Unit, One (1) 5-Ton HVAC Air Handling Unit, and Three (3) 5-Ton HVAC Condensing Units from Trane U.S. Inc., Maitland, Florida, for the Dyal Water Treatment Plant; To Approve a Resolution Amending the FY2024 Budget, BAF# 24-038-T, to Reallocate Funds to Purchase Replacement HVAC Equipment from Trane®. To Approve a Contingency Resolution for any unforeseen costs related to this project. (24-006). (Utilities Director)

*** MOTION by Councilmember Goins; Seconded by Mayor Blake to approve the Consent agenda.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. Adopt on second and final reading and hold public hearing on Ordinance 01-2024, creating a community development district pursuant to Chapter 190, Florida Statutes, known as the Windward Preserve Community Development District, pursuant to Petition filed by The Taylor Morrison of Florida, Inc. (24-39). (City Attorney)

City Attorney Garganese shared that this is the Second and Final Reading of the Ordinance and read the title into the record as follows:

Ordinance No. 01-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY 3 OF COCOA, FLORIDA, ESTABLISHING THE WINDWARD 4 PRESERVE COMMUNITY DEVELOPMENT DISTRICT 5 PURSUANT TO CHAPTER 190, FLORIDA STATUTES; 6 NAMING THE DISTRICT; DESCRIBING THE EXTERNAL 7 BOUNDARIES OF THE DISTRICT; DESCRIBING THE 8 FUNCTIONS AND POWERS OF THE DISTRICT; 9 GRANTING SPECIAL POWERS; DESIGNATING FIVE 10 PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE 11 DISTRICT'S BOARD OF SUPERVISORS; PROVIDING A 12 SEVERABILITY CLAUSE; AND PROVIDING AN 13 EFFECTIVE DATE.

City Attorney Garganese added that nothing has changed since the First Reading.

Mayor Blake opened the hearing to the public.

Richard Heffelfinger, 2000 Juniper Dr., Cocoa, stated that he realizes he lives in unincorporated Cocoa, however he lives down the street from this development. He stated that the residents have concerns. There is only one central exit point at this time but he feels he has a solution.

He asked that the City revise its PUD to be more in line with the intent. He added that the City could cut its own road which would remain on its own property so the City could maintain control over its own road.

City Attorney Garganese and Councilmember Koss clarified that the Council is only considering approval of the CDD this evening and the site plan has already been approved.

Tami Hoisington, 2610 Pinto Circle, Cocoa, spoke with the St. Johns Water Management and was told no permits have been issued yet, however there have been excavators out there and she'd like to know what's going on if no permits have been issued.

Lillian Leber, 5150 Dalehurst Dr., Cocoa, feels that Council is jeopardizing the safety of the pre-existing residents out on Friday Road and in the surrounding area and feels they are not taking this seriously.

Susan Rollins, 2770 Pine Lily Ln., Cocoa, has similar concerns and asked Council to consider creating a board and allowing someone from the Friday Road area to have a seat at the table and be part of the discussion.

Alan Cowart, 2560 Hooper Rd., Cocoa, shared that he has concerns about the increase in traffic. He knows Council is doing the best they can with what they have but he wants Council to consider the people that live out there and do what they can to help them.

Jere Earlywine, Kutak Rock (Petitioner), on behalf of Taylor Morrison, explained that traffic studies have been conducted and the City already approved the project last year and reiterated that Council is only being asked to consider the CDD tonight.

Additionally, he shared that no construction is going on at this time and clarified some information for Council.

There being no further questions or comments, Mayor Blake closed the hearing to the public.

* **MOTION by Deputy Mayor Hearn; Seconded by Mayor Blake to approve Ordinance No. 01-2024 on Second and Final Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Council Business:

1. Consider the reappointments of Jackie Isom, Tracy Moore and Marilyn Ross Smith to the Diamond Square CRA through January 30, 2028. (24-45). (Administrative Services Director)

* **MOTION by Councilmember Goins; Seconded by Deputy Mayor Hearn to approve the reappointments of Jackie Isom, Tracy Moore and Marilyn Ross Smith to the Diamond Square CRA through January 30, 2028.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Consider the appointment of Robert Butler and James Green to fill the vacancies of two Regular member seats on the Board of Adjustment, through May 2027. (24-47). (Administrative Services Director)

* **MOTION by Mayor Blake; Seconded by Councilmember Goins to approve the appointments of Robert Butler and James Green to the Board of Adjustment through May 2027.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. ~~To Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion. (24-36). (Utilities Director/City Manager)~~ **Tabled**

VIII. City Business:

1. To Approve the Guaranteed Maximum Price (GMP) Proposal #2 from Wharton-Smith, Inc. (WSI) for the Construction Phase Services for the Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project (WS22IR) at the Jerry Sellers Water Reclamation Facility; To Authorize the City Manager to Execute Amendment #1 to Task Order 2024-04 and to Execute GMP Amendment #5 to the Master Service Agreement with WSI for Construction Manager at Risk (CMAR) Services; To Authorize the City Manager to Execute Change Orders Resulting from use of Continency; To Approve as a Multi-Year Contract from FY2024 through FY2025; To Approve a Contingency Resolution; To Approve a BAF # 24-043-A and related Budget Resolution #2024-xxx Amending the FY2024 Budget. (23-649). (Utilities Director)

Mr. Walsh provided an explanation of the project. This is also related to the grant item that was listed as Consent item V.2(a).

*** MOTION by Mayor Blake; Seconded by Councilmember Goins to approve.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Mr. Josue Otero, Cocoa, wished to speak under Council Business item VII.3 but since the item was tabled, he will save his comments. He asked when Council thought this item would be brought back. In response, Mayor Blake stated it would probably be after the Legislative Session was over which would be in March or sometime after[1].

Aleck Greenwood, 640 Brevard Ave., Cocoa, wished to clarify things he has heard about drainage. In response, Mr. Walsh clarified that Mr. Greenwood is asking about stormwater pipes which would need to be addressed through Public Works.

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (24-011). (Finance Director)

2. Data showing the relation between the estimated and actual income and expenses to date. (24-12). (Finance Director)

3. FY 2024 December Budget Adjustment Report. (24-13). (Finance Director)

4. Report to Council of the Local Preference Award Listing for FY23. (24-23). (Finance Director)

5. FY23 Surplus Revenue from Auction Sales. (24-34). (Finance Director)

6. Bi-Weekly Report Covering January 5 - 18, 2024. (24-41). (City Manager)

X. Reports:

Ms. Senger shared several upcoming events including the Celebration of the Cocoa High School football team this Saturday, January 27th at Riverfront Park

[1] Mayor Blake left the room at 7:40pm & returned at 7:44pm

beginning at 1pm. She reminded Council that the annual Economic Development Showcase will also be held on January 31st.

Lastly, on February 6th at 9am there will be a Groundbreaking event to kick off the Fiske Blvd. and Broadmoor Acres drainage project.

Chief Lamm shared that, with great pride, he is excited to announce that their two high school students have passed their tests and graduated EMT school and are moving forward to Phase II of the Fire Academy.

City Manager Whitten suggested that Council consider making a stop to see Thad Altman while they are in Tallahassee next week for the Legislative Conference to discuss several topics.

Councilmember Goins shared that his daughter has recently accepted an offer to attend and run track at the University of Memphis on a full scholarship.

Additionally, he shared several photos from events he attended, including hosting high school students at Cocoa City Hall and the Martin Luther King Jr. March. He also mentioned the Cocoa High School Girls' Basketball team.

Councilmember Barringer wished to discuss some housekeeping rules. He explained that he appreciates the courtesy of Council not discussing upcoming agenda items with each other and using the City Manager as a general point of contact.

Additionally, he shared that while he is disappointed that the Septic to Sewer item was brought back before it was ready, he does respect the fact that if a Councilperson feels there is an item that needs immediate attention that they feel comfortable enough to bring it forward.

With that being said, he asked that moving forward he would like for someone to be able to provide a number for the entirety of the area prior to Council directing staff to move one way or another. Furthermore, he mentioned that it was in fact State Legislators that have pushed this issue forward and feels it is important to educate the community on this new law.

Councilmember Barringer shared some photos, including the new RV storage facility, the Cirrus apartments and the Flying J.

Councilmember Koss spoke in furtherance regarding the septic to sewer project and reiterated that she felt a workshop could be helpful.

She shared some slides that she felt could provide some helpful information and provided information to Council.

Deputy Mayor Hearn congratulated Chief Lamm on his two students and their great accomplishment.

He mentioned that there are some incidents and issues arising over in the Fiske Blvd. area and would like to hold a city meeting in the area to show citizens that they are aware of the issues and are working to address them. He'd like to invite the Police Chief to be there as well as Code Enforcement.

Further discussion was held on the sewer to septic project. Mr. Walsh provided further details on the bidding process and the implications this project could create. He further talked about some of the decisions the Council will ultimately have to make.

Mayor Blake shared some photos from recent events he attended. There will be a Community Clean-up on February 3rd at Emma Jewel Charter Academy.

Additionally, he spoke about Literacy Week and his tour at the Vaya Space facility.

Lastly, he mentioned some upcoming House Bills being considered and the new Form 6 requirement.

XI. Adjournment:

* **MOTION by Deputy Mayor Hearn; Seconded by Councilmember Goins, to adjourn the Regular meeting of January 23, 2024.**

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:49 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, Interim City Clerk

Legislation Details (With Text)

File #:	24-110	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	2/23/2024			**In control:**	City Council
On agenda:	4/9/2024			**Final action:**	
Title:	Space Coast TPO School Routes Analysis Presentation. (SCTPO)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	SCTPO SRA City of Cocoa Presentation_FINAL (1).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 23, 2024
Agenda Date: April 9, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Space Coast TPO
Requested Action:
Space Coast TPO School Routes Analysis Presentation.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A

School Routes Analysis





Cocoa City Council Meeting

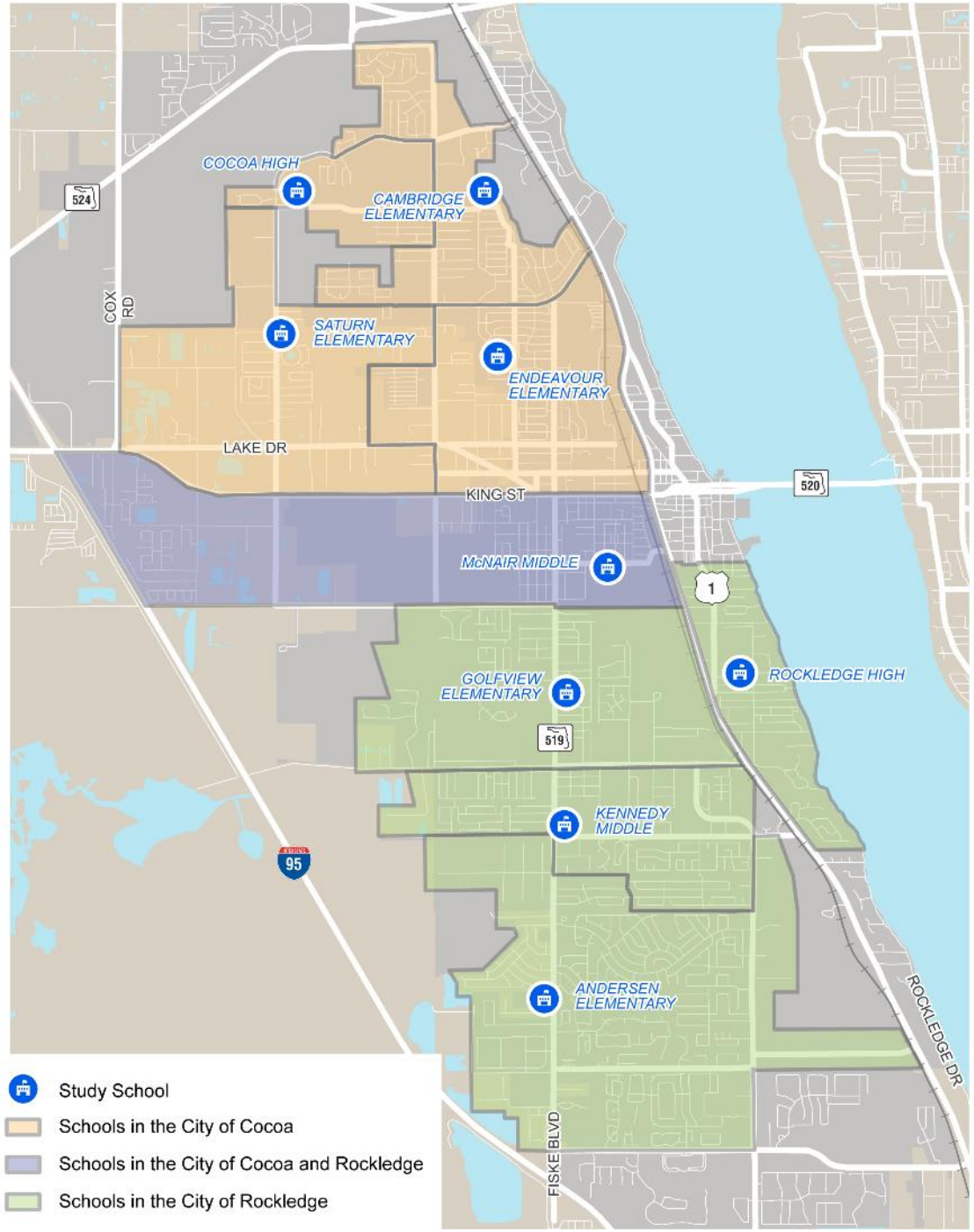
April 9, 2024

SPACE COAST TPO

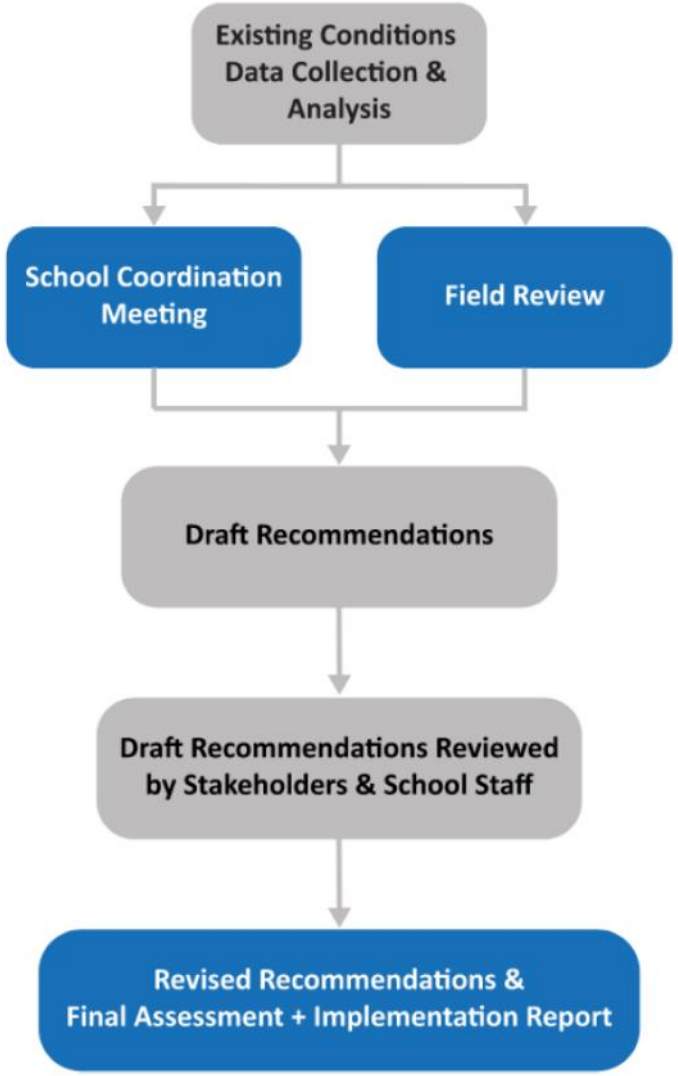
KITTELSON & ASSOCIATES

PROJECT OVERVIEW

- School Routes Analysis Purpose – Identify Safe Routes to School projects to improve bicyclist, pedestrian, and driver **safety** and **mobility**
- Conducted initial 2019/2020 School Routes Analyses in Melbourne and Palm Bay
- Cocoa/Rockledge – 9 total schools, 5 of which are in Cocoa



STUDY PROCESS



SCHOOL COORDINATION MEETINGS AND FIELD REVIEWS

School Coordination

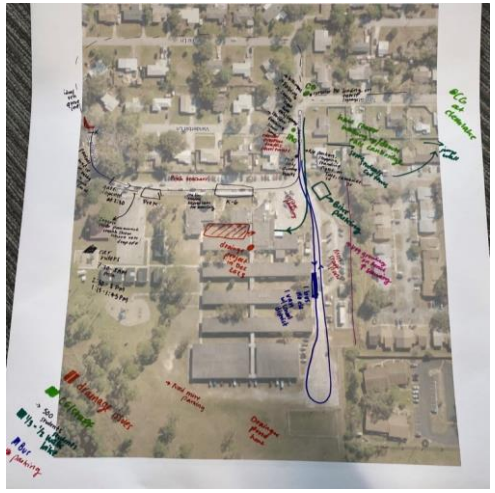
Meetings:

- Verify existing conditions data
- Gather additional information
- Identify issues and opportunities

Field Reviews:

- Review walking and bicycling routes
- Observe traffic and drop-off/pick-up activity
- Verify existing conditions data









GENERAL RECOMMENDATIONS

Study Area:

- Fill sidewalk gaps and reconstruct sidewalk segments that do not meet current standards
- Add or restripe high visibility crosswalks within study areas
- Add flashing beacon signage for existing school zones, restripe pavement markings, and add school zone advance warning signs
- Add Rectangular Rapid Flashing Beacon (RRFB) signage to increase visibility of pedestrian and bicyclist crossings at midblock crossings
- Install/upgrade pedestrian ramps to meet current standards

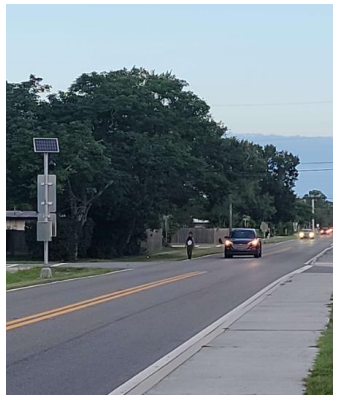
Enforcement:

- Additional crossing guards to help manage traffic during drop-off/pick-up times







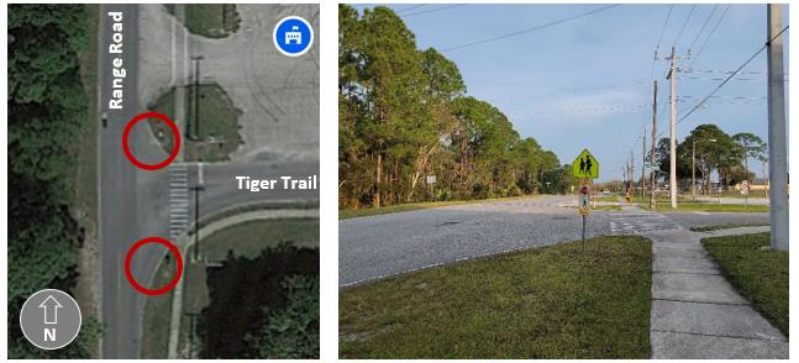



Cocoa High School

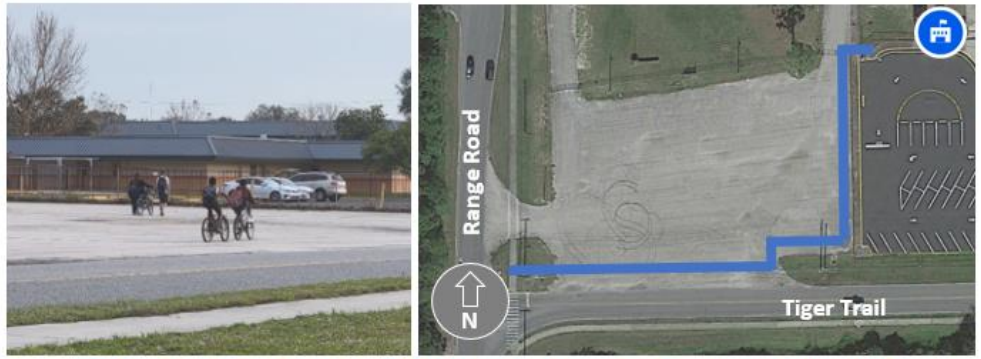
School Specific Recommendations:

- Conduct speed studies on Tiger Trail/Rosetine Street, Range Road, and Cocoa Bay Boulevard, and if justified, implement raised intersections and/or raised midblock crossings
- Construct sidewalk and reduce driveway width at southwest corner of school campus
- Tighten turning radii at Tiger Trail & Range Road to reduce vehicle turning speeds
- Conduct a traffic signal operation review to improve pedestrian crossing safety at Tiger Trail & SR 501 (Clearlake Road)

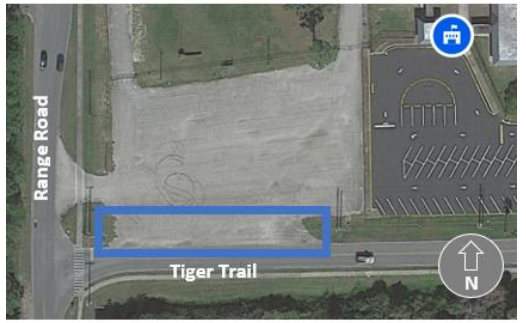
Project Type	Number of Projects
Crossing	2
Roadway	1
School Circulation	2
Sidewalk/Bicycle Facility	4
Sign/Signal	4
Traffic Calming	2
Maintenance	1
TOTAL	**16**



Large Turning Radii at Tiger Trail & Range Road



Students Biking through Band Practice Area and Proposed Sidewalks



Reduce Driveway Width at Southwest Corner of School Campus

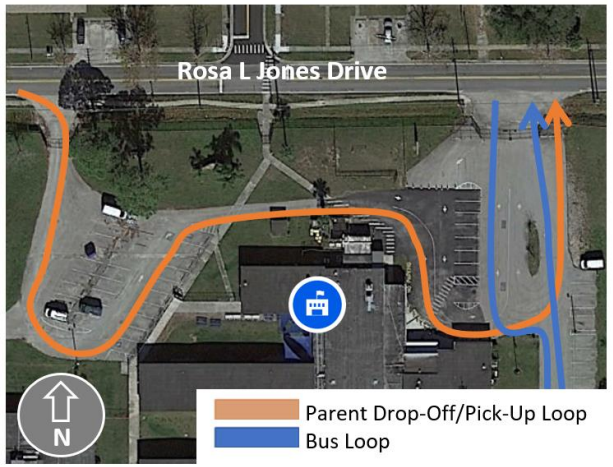
McNair Middle School

School Specific Recommendations:

- Reorient school circulation patterns on campus by restricting access at the eastern driveway to only allow buses to enter
- Conduct speed study and if justified, implement speed humps along Rosa L Jones Drive
- Fill bicycle facility gaps on Rosa L Jones Drive and SR 501 (Clearlake Road)

Project Type	Number of Projects
Crossing	3
Enforcement	1
Roadway	3
School Circulation	2
Sidewalk/Bicycle Facility	2
Sign/Signal	3
Traffic Calming	1
Maintenance	1
TOTAL	**16**







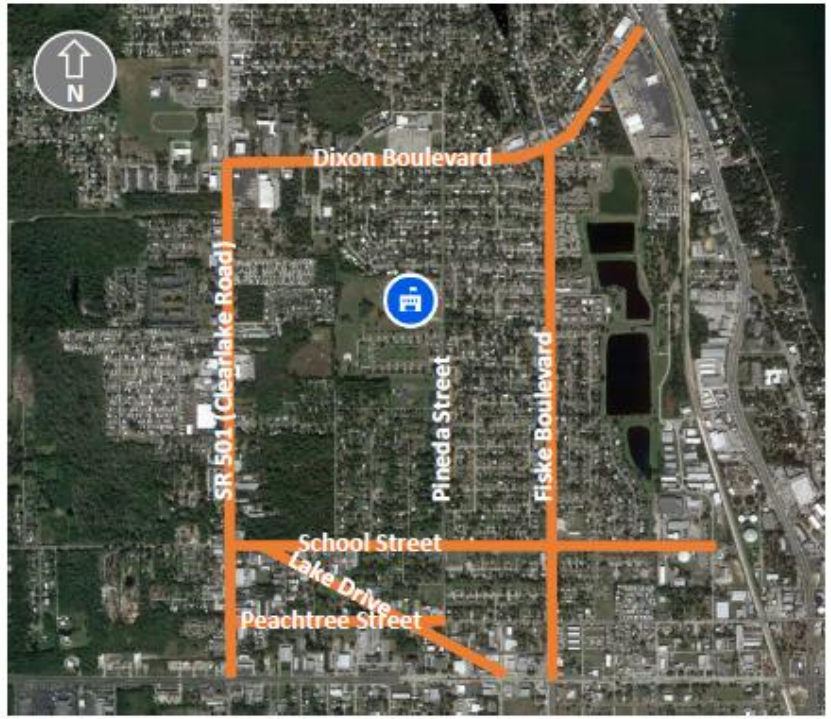
Proposed Bicycle Facility along Clearlake Road and Rosa L Jones Drive

Endeavour Elementary School

School Specific Recommendations:

- Conduct a speed study on Pineda Street from Peachtree Street to Dixon Boulevard, and if justified, implement speed humps, raised intersections, and/or raised crossings
- Fill bicycle facility gaps prioritized in the 2019 SCTPO Bicycle & Pedestrian Master Plan on School Street, Lake Drive, Fiske Boulevard, and Peachtree Street
- Conduct a corridor planning study along Lake Drive to improve bicyclist and pedestrian safety and mobility with an Intersection Control Evaluation (ICE) study at Lake Drive & School Street, Lake Drive & Dora Street/Fern Street, Lake Drive & Peachtree Street, and Lake Drive & Varr Avenue & SR 520 (King Street)

Project Type	Number of Projects
Crossing	1
Enforcement	1
Roadway	1
Sidewalk/Bicycle Facility	5
Sign/Signal	2
Traffic Calming	1
Maintenance	1
TOTAL	**12**



Bicycle Gap Locations in the Study Area



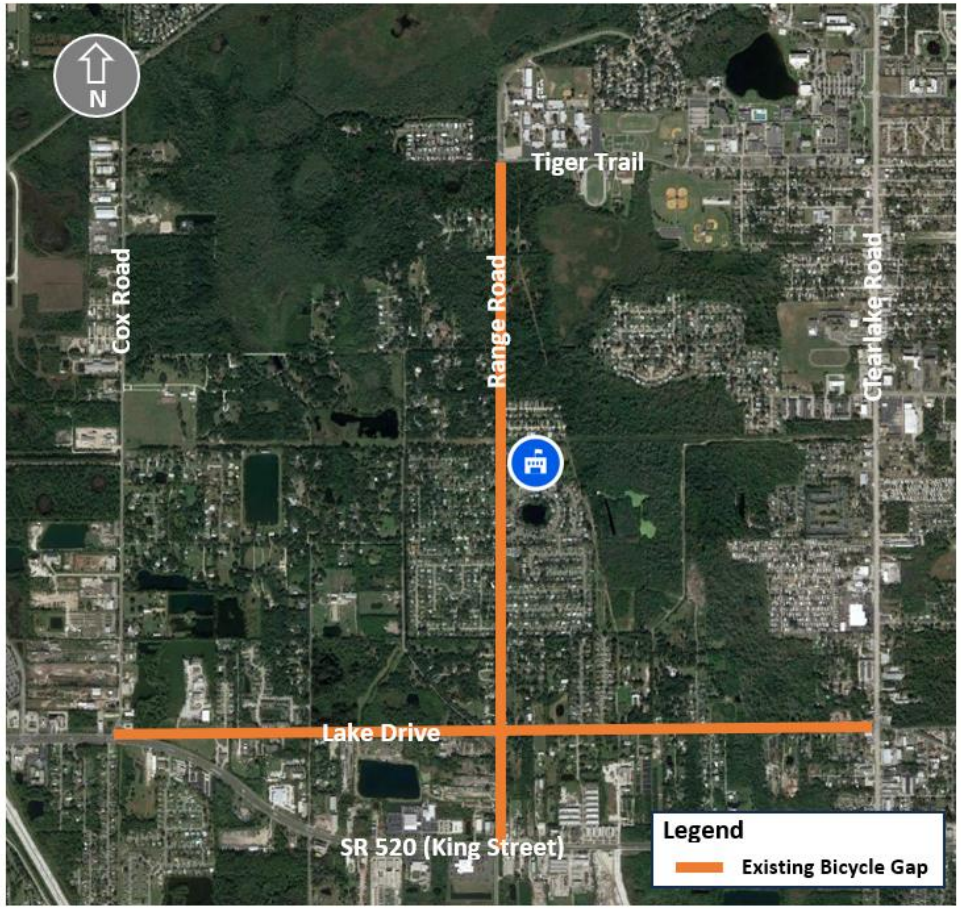
Corridor Planning Study Area

Saturn Elementary School

School Specific Recommendations:

- Fill bicycle facility gaps prioritized in the 2019 SCTPO Bicycle & Pedestrian Master Plan along Range Road and Lake Drive
- Reorient school circulation by flipping the car loop to the south side of the school and the bus loop to be on the north side
- Create a continuous school zone on Range Road from Diane Drive to Delys Street and add school zone pavement markings

Project Type	Number of Projects
Crossing	1
Roadway	0
School Circulation	1
Sidewalk/Bicycle Facility	3
Sign/Signal	2
Maintenance	2
TOTAL	**9**



Prioritized Bicycle Facility Gaps

Cambridge Elementary School

School Specific Recommendations:

- Conduct a speed study along Pineda Street and Point Drive/Cambridge Drive and if justified, implement speed humps and/or raised crossings/intersections
- Reconstruct speed bumps on school campus
- Update stop signage and restripe stop bars and markings on school campus



Student Crossing Pineda Street



Example of Raised Crossings

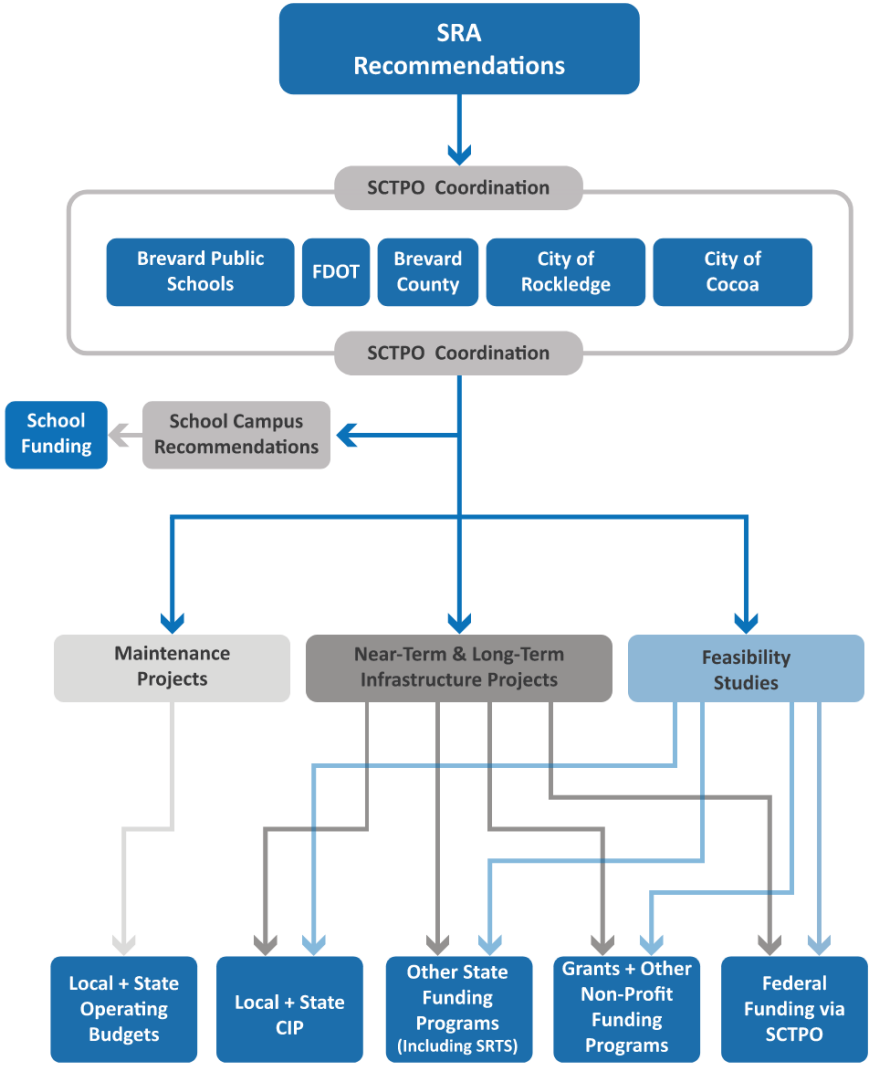
Project Type	Number of Projects
Crossing	1
Enforcement	1
Roadway	1
Sidewalk/Bicycle Facility	3
Sign/Signal	2
Traffic Calming	1
Maintenance	2
TOTAL	**11**

ASSESSMENT & IMPLEMENTATION AND GRAPHICAL SUMMARY REPORTS





NEXT STEPS



Framework for Implementing SRA Recommendations

Debbie Flynn

Project Manager –
Space Coast Transportation Planning Organization
Debbie.Flynn@sctpo.com

Space Coast TPO
2725 Judge Fran Jamieson Way
Bldg. B, Room 105
Melbourne, FL 32940
Tel: (321) 690-6890

Travis Hills, PE, RSP$_1$

Project Manager –
Kittelson & Associates, Inc.
thills@Kittelson.com

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225 E Robinson Street
Suite 355
Orlando, FL 32801
Tel: (407) 540-0555

Legislation Details (With Text)

File #:	24-182	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	4/4/2024			**In control:**	City Council
On agenda:	4/9/2024			**Final action:**	
Title:	Proclamation: National Public Safety Telecommunications Week. (Police Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	National Public Safety Telecommunicators Week.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 4, 2024
Agenda Date: April 9, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Evander Collier, Police Chief
Requested Action:
Proclamation: National Public Safety Telecommunications Week.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A

PROCLAMATION

WHEREAS, *emergencies can occur at any time that require police, fire or emergency medical services; and,*

WHEREAS, *when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and*

WHEREAS, *the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the City of Cocoa emergency communications center; and,*

WHEREAS, *Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,*

WHEREAS, *Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and*

WHEREAS, *Public Safety Telecommunicators of the City of Cocoa Police Department have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and*

WHEREAS, *each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year.*

NOW, THEREFORE, *I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby declare the week of April 14 - 20, 2024, to be National Public Safety Telecommunicators Week in Cocoa, in honor of the men and women whose diligence and professionalism keep our city and citizen safe.*

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 9th day of April, 2024.

_____

Mayor

ATTEST:

_____

City Clerk

Legislation Details (With Text)

File #:	24-128	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Agenda Ready
File created:	3/7/2024			**In control:**	City Council
On agenda:	4/9/2024			**Final action:**	
Title:	Accept the Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2023. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Cocoa_Final Presentation to Council.pdf FINAL-FY23 Cocoa ACFR 3-25-24 ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 15, 2024
Agenda Date: April 9, 2024
Prepared By: Sherry R. Alexander, Accounting Manager
Through: Rebecca J. Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Accept the Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2023.

BACKGROUND:

In October of 2023, the City's Finance team began year-end adjustments and closing procedures required to close out the fiscal year ended September 30, 2023. In February of 2024, the accounting firm of MSL, CPAs & Advisors conducted field work for the audit and the report was completed in March 2024.

The results of the FY2023 audit and financial reports will be presented to the City Council by a Mr. Joel Knopp, CPA/Shareholder of MSL, CPAs & Advisors, in conjunction with this agenda.

STRATEGIC PLAN CONNECTION:

The ACFR 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 Annual Comprehensive Financial Report (ACFR) Fiscal Year 2023.

CITY OF COCOA, FLORIDA

Required Auditor Communications
Fiscal Year Ended September 30, 2023

Presented by:
Joel Knopp, CPA
Shareholder

MSL
CPAs & ADVISORS

CELEBRATING 50 Years AS FLORIDA'S FIRM



AUDIT OVERVIEW

MSL
CPAs & ADVISORS

CELEBRATING 50 Years AS FLORIDA'S FIRM

Required Communications

- Auditor Responsibilities
- Management Responsibilities
- Internal Controls and Compliance
- Significant Matters
- Management Representations
- Assigned Individual for Oversight
- Audit Schedule

CELEBRATING 50 Years AS FLORIDA'S FIRM

MSL
CPAs & ADVISORS

Services and Deliverables

Auditor's Report on Financial Statements

- Unmodified opinion

Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters

- No current year findings

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MSL
CPAs & ADVISORS

Services and Deliverables *(Cont.)*

Auditor's Management Letter

- No management letter comments

Independent Accountant's Report

- No investment compliance findings

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MSL
CPAs & ADVISORS

Services and Deliverables *(Cont.)*

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

- No compliance findings related to major grants
- No internal control over compliance findings related to major grants

CELEBRATING 50 Years AS FLORIDA'S FIRM

MSL CPAs & ADVISORS



FINANCIAL HIGHLIGHTS

City-Wide Analysis

	Governmental Activities		Business-type Activities	
	2023	2022	2023	2022
Total Assets & Def Outflows	$130.4M	$129.2M	$368.3M	$352.8M
Total Liabilities & Def Inflows	$81.9M	$83.1M	$137.1M	$141.6M
Net Position:				
Net Investment in Capital Assets	$38.3M	$38.7M	$143.2M	$147.6M
Restricted	3.9M	4.0M	38.4M	37.6M
Unrestricted	6.3M	3.3M	49.6M	26.0M
Total Net Position	$48.5M	$46.0M	$231.2M	$211.2M
Unrestricted NP as a % of Total Expenses	6.6%	9.0%	126%	46%
Change in Net Position	$2.5M	$5.9M	$20.0M	$13.6M

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MSL CPAs & ADVISORS

General Fund

	2023	2022
Total Assets	$49.9M	$42.9M
Total Liabilities & Def Inflows	$5.0M	$4.9M
Fund Balance:		
Nonspendable	$0.5M	$0.3M
Restricted	0.1M	0.1M
Committed (includes stabilization fund)	11.9M	11.9M
Assigned	18.7M	12.2M
Unassigned	13.7M	13.5M
Total Fund Balance	$44.9M	$38.0M
Unassigned FB as a % of Total Expenditures and Transfers Out	43.9%	40.8%
Net Change in Fund Balance	$6.9M	$4.7M

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MSL CPAs & ADVISORS

General Fund Budget

	Budget	Actual	Positive (Negative)
Total Revenues & Transfers In	$37.8M	$41.3M	$3.5M
Total Expenditures & Transfers Out	51.7M	34.9M	16.8M
Net Change in Fund Balance	$(13.9M)	$6.4M	$20.3M

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Proprietary Fund – Water and Sewer

	2023	2022
Total Assets & Def Outflows	$360.0M	$345.0M
Total Liabilities & Def Inflows	136.5M	140.7M
Net Position:		
Net Investment in Capital Assets	138.2M	142.9M
Restricted	37.8M	37.1M
Unrestricted	47.5M	24.3M
Total Net Position	$223.5M	$204.3M
Total Operating Revenues	$79.5M	$75.8M
Total Operating Expenses	57.2M	51.5M
Operating Income	$22.3M	$24.3M

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Questions or Comments

CELEBRATING 50 Years AS FLORIDA'S FIRM

MSL
CPAs & ADVISORS

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TF 800.683.5401

www.mslcpa.com

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ANNUAL COMPREHENSIVE FINANCIAL REPORT

FISCAL YEAR 2023

SERVING THE COMMUNITY WITH P.R.I.D.E!

COCOA FLORIDA

CITY OF COCOA, FLORIDA

FISCAL YEAR ENDED: SEPTEMBER 30, 2023

PREPARED BY: FINANCE DEPARTMENT

CITY OF COCOA, FLORIDA

ANNUAL COMPREHENSIVE FINANCIAL REPORT



FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2023

Prepared by:
Finance
Department

CITY OF COCOA, FLORIDA
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CITY OF COCOA, FLORIDA
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CITY OF COCOA, FLORIDA
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Finance Department
65 Stone Street / Cocoa, FL 32922
Phone: (321) 433-8600 / Fax: (321) 433-8608

March 22, 2024

The Honorable Mayor,
City Council Members, and Citizens of the City of Cocoa, Florida

The Annual Comprehensive Financial Report of the City of Cocoa, Florida (the "City"), for the fiscal year ended September 30, 2023, 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, 2023, 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, 2023, 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 an introduction, overview, and analysis of the basic financial statements; it complements this letter of transmittal and should be read in conjunction with it. The MD&A is located immediately after the auditor's report.

GOVERNMENT PROFILE

The City of Cocoa has a population of 20,670 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 elected at-large and four Council Members that are elected by district. 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 roads, streets and sidewalks, water and wastewater utilities, 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 and the Stormwater Utility; therefore, these activities are included in the reporting entity.

The City of Cocoa has a regional water system that provides and sells water 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 Space Force Base, Kennedy Space Center, and Cape Canaveral Air Force Station. The City owns, operates, and maintains 48 wells, a groundwater pretreatment plant, an 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 within the city limits 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 within the City.

The Cocoa Community Redevelopment Agency (CRA) was created in 1981. 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 within the Agency's defined area. The Cocoa CRA is included within the governmental activities in the City's financial statements as a blended component unit. The Cocoa CRA uses property tax incremental revenues derived from taxable real property within the geographic boundaries of the redevelopment area to finance redevelopment projects, streetscape, and façade improvement programs. During fiscal year 1998, the City created two new redevelopment agencies: The Diamond Square Community Redevelopment Agency (DS CRA) and the U.S. 1 Corridor Community Redevelopment Agency originally set to sunset in 2023. Through an agreement with Brevard County, the term of the Diamond Square CRA was extended an additional 10 years to 2033 and the term of the U.S. 1 Corridor CRA ended on September 30, 2020. The governing board of the Diamond Square CRA is appointed by the Cocoa City Council and is made up of City residents and/or Cocoa business and property owners within the Diamond Square defined area. This agency makes 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 Diamond Square CRA is reported as a discretely presented component unit.

The annual budget serves as the foundation for the City of Cocoa, Florida's financial planning and control. Budgetary control is maintained to ensure compliance with legal provisions embodied in the annual appropriated budget approved by the City Council. The Capital Improvement Program (CIP) is a 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 the entire plan is included in the annual budget. All departments are required to submit their budgetary 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 by Florida statute to hold two public hearings and adopt a final budget, by resolution, no later than September 30th of each year. After budget adoption, the City manager may transfer funds within the same fund and department up to his approval level. Funds expended may not exceed the budgeted appropriation for personal services, operating expenditures, and capital outlay.

Budget-to-actual comparisons are provided in this report for each major and non-major governmental funds 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 Florida's space coast along 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, the City's location serves as the connection point to some of the state's major metropolitan markets such as Orlando, Jacksonville, Tampa, and Miami. In addition to Cocoa's advantageous location, the City's streamlined building and site permitting process and innovative economic development programs foster a favorable environment for development. It is also a short distance from Port Canaveral which enables many cruise passengers to visit the historic downtown prior to or after going on a cruise.

Cocoa is home to educational institutions such as Eastern Florida State College's Cocoa campus, and the Florida Solar Energy Center. Cocoa also has a Walmart cold distribution storage warehouse and an Amazon warehouse, along with several space-related businesses. The City's vibrant historic downtown is a quaint downtown shopping, dining, and entertainment destination. It contains unique shops, restaurants, wine bars and nightclubs. The historic downtown adjoins Riverfront Park and Lee Wenner Park, which provide opportunities for boating, fishing, or enjoying the waterfront. There are more than 65 special events in the Historic Cocoa Village each year, including concerts in Riverfront Park with nationally acclaimed artists, wine walks, art and craft shows, car shows, holiday events and dog festivals. These events attract thousands of visitors per year to Cocoa's downtown. The Historic Coca Village Playhouse hosts many plays each season with residents and visitors coming to the Village to dine and enjoy a play.

Florida and the national economies continued to strengthen in 2023. Florida unemployment was 2.8% in September 2023, which is lower than the U.S. overall. The largest sector that experienced growth in Florida was the information industry at 26%, followed by retail and construction. GDP was 6.1% for the third quarter of 2023. This robust economy in the state is reflected in the economic activity here on the Space Coast. Port Canaveral, which is a short trip over the Indian and Banana rivers from Cocoa, surpassed PortMiami as the world's busiest cruise port in 2023 and had record cargo business as well. The rocket launches on our coast also created significant economic activity with a record 70 launches in 2023. Nearby Cocoa Beach is also a tourist haven, with many tourists taking afternoon or evening trips to Cocoa Village. Cocoa is impacted by this activity through people desiring housing near the space center, air force and space force bases and tourists wanting to check out Cocoa's unique waterfront village. In addition, the area of Viera (southwest of the City) is expanding rapidly as part of a planned

urban community. The new residents in the Viera area utilize water that is treated and sold by the City's water utility.

Unemployment in the Palm Bay-Melbourne-Titusville Metropolitan Statistical Area was 2.6% as of September 2023. Most major categories of revenue exceeded expectations in FY 2023. A surge in housing in Cocoa has occurred that will accommodate the rise in space and manufacturing industries. A total of 1,778 building permits were issued during the fiscal year. Cirrus, Cocoa Grand, and Integra apartments continue to be under construction. They will add 814 apartments to the City's landscape and have an estimated value of $130 million. Single-family developments are underway that will bring 158 new homes into the City with an estimated value of $350,000 per home.

Gross taxable property values increased 4.3% in FY 2023. For FY 2023, the City Council adopted an increased millage rate of 6.9532 mills, an increase of 0.5 mills over the prior year. This increase was used to fund public safety salary increases. Ad valorem revenue 13.1% from FY 2022 as result of the increased millage rate and property value increases. The millage rate, property value increases and new construction, diversified revenue sources, and 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. More detailed economic information about the City can be found in the Statistical Section of this document.

It is the City's continuous goal to be fiscally responsible while at the same time preserving essential and critical services, maintaining adequate reserve balances, and providing resources to promote affordable and sustainable growth in the City of Cocoa. The City was able to provide general employees with a salary increase in FY 2023 to make the City's wages more competitive in the community and, as stated previously, public safety personnel received significant salary increases to be able to attract and retain qualified personnel. The City Council uses a strategic plan that is a guiding document for the City to ensure resources are strategically allocated to provide the essential and critical services while maintaining fiscal sustainability. The strategic plan was updated in 2023 and will continue to serve as the guiding document for the City's annual budget process.

The City leverages the use of grant funding to complement strategic projects throughout various departments. Cocoa is an entitlement community and receives funding from Community Development Block Grants, and Home Investment Partnerships Program from HUD each year to help the Cocoa community. Additional HUD funding is provided through the state for the State Housing Initiative Program. Grants from the Bullet Proof Vest Program and the Edward Bryne Memorial Justice Assistance grant program supported police operations by providing funding for bullet proof vests and officer training. The Crime Victim Assistance grant program in the police department covers the costs for two victims' assistance employees. The City also received $3.8M of the State and Local

Fiscal Recovery Plan (SLFRF), which it is primarily using to support general government operations. $1,055,320 of the SLFRF funding was spent in FY23 for capital projects. Staff continues to look for grants each year to support needed capital and operating costs. Details of the grants expended can be found in the Schedule of Expenditures of Federal Awards in the Other Reports section of this document.

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 FY2024-2028 that will impact the future are:

- Police and Fire Radio Replacements
- Road Improvement Program
- Indian River Drive Embankment Stabilization
- Vehicle replacements
- Sidewalk Installations on SR524 (north and sount)
- Rehab of Range Rd. to Clearlake Rd.
- Roofing and A/C Replacements
- Lee Wenner Park Improvements
- Baffle Boxes
- US1 and Forrest Ave. stormwater drainage
- Raw water well rehabs
- Filter belt press
- Improvements to groundwater gravity thickeners
- Water Tank Replacements
- Utility Extension at the Lakes at Cocoa Grove and Winward Preserve

To ensure that funding is available for these future projects, the City has a General Fund fiscal sustainability study, Stormwater Fund sustainability study and a Water and Sewer Utility Fund revenue sufficiency study performed each fiscal year. No debt is anticipated to be issued for the General Fund and the Stormwater Utility Fund. Debt issuance in the Water and Sewer Utility Fund is anticipated in FY 2027 to meet capital needs.

RELEVANT FINANCIAL POLICIES

The Fund Balance Reserve Policy is a fund balance policy that complies with GASB Statement No. 54, Fund Balance Reporting and Government Fund Type Definitions. The most recent update to this policy occurred in July 2023. This policy is utilized by management as a budgetary tool and 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 ACFR, whichever is greater) for the General Fund. These reserves are approved by City Council and are reported in the ACFR as Committed Fund Balance. The fund balance policy states that reserves should only be used for one-time 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. The City has not needed to utilize either reserve for many years.

MAJOR INITIATIVES

In governmental funds, the City continued with its annual street paving and vehicle replacements in FY 2023. Other significant capital projects in FY 2023 were vehicle replacements, purchase of P25 compliant radios, fuel tank replacement, building generators and computer hardware replacements. The Cocoa CRA completed a boat ramp rehab and dredging in the Lee Wenner Park at the boat ramp and day slip areas.

The Water and Sewer Utility Fund improved drainage culverts raw water well rehabs, a sulferator project, completion of the CCRIP project (continued redundant finish flow pipe). The sewer fund's major projects were bio-nutrient removal efficiency improvements. Completion of these projects ensures continued delivery of clean drinking water and wastewater treatment, compliance with state and federal mandates and a well-maintained water and wastewater utility.

The Stormwater Utility Fund's major initiative for FY 2022 was the purchase of a Vac-Con truck and stormwater pipe linings.

OTHER INFORMATION

Florida 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 was awarded Certificate of Achievement for Excellence in Financial Reporting to the City of Cocoa for its Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2022, from the Government Finance Officers Association of the United States and Canada (GFOA). 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 2023 ACFR will meet the Certificate of Achievement Program's requirements.

The preparation of the Annual Comprehensive Financial Report was made possible by the dedicated service of the entire staff of the Finance Department. The efforts of the Finance staff should be recognized for their commitment to ensuring that all City financial operations comply with the strong internal controls that help the City achieve an unmodified auditor opinion each year and receive the GFOA's Certificate of Achievement for Excellence in Financial Reporting. All other City departments have also contributed directly or indirectly to the preparation of this report by providing timely information to the Finance team, and their cooperation and continued assistance is appreciated. Credit must also be 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

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Cocoa
Florida

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2022

Christopher P. Morrill

Executive Director/CEO



Serving the Community

COUNCIL

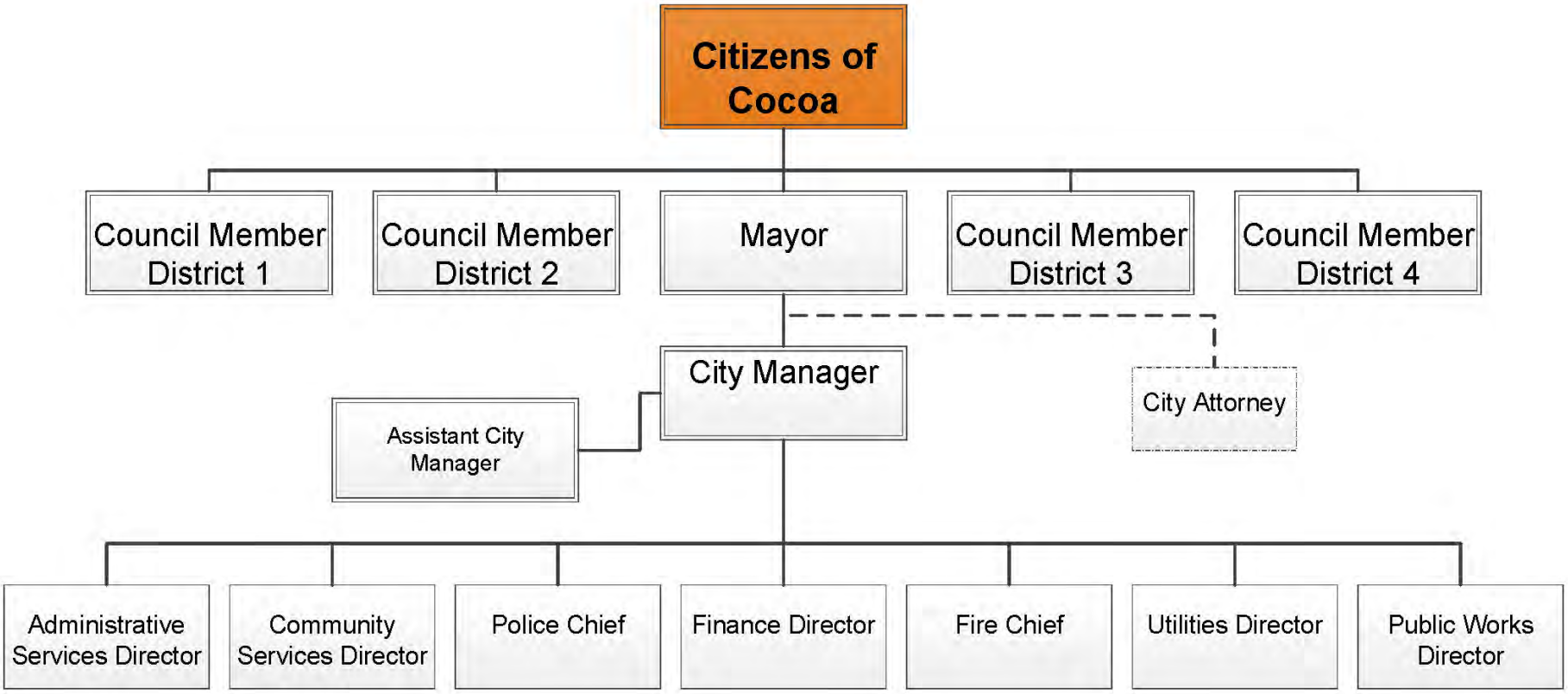
Michael Blake	Mayor
Lavander Hearn	Deputy Mayor
Alex Goins	Council Member
Herbert "Rip" Dyal	Council Member
Lorraine Koss	Council Member

EXECUTIVE MANAGEMENT TEAM

Stockton Whitten	City Manager
Anthony Garganese	City Attorney
Rebecca Bowman, CGFO, CGFM	Finance Director
Charlene Neuterman	Community Services Director
Jonathan Lamm	Fire Chief
Evander Collier	Police Chief
John Walsh II, P.E.	Utilities Director
Abigail Morgan, P.E.	Interim Public Works Director
Tammy Gemmati, PHR	Administrative Services Director

As of September 30, 2023

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 Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, 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, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, as listed in the table of contents.

In our opinion, based on our audit, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2023, and the respective changes in financial position, and, where applicable, cash flows thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

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. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

INDEPENDENT AUDITOR'S REPORT
(Continued)

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Emphasis-of-Matter

As discussed in Note 7 to the financial statements, in the fiscal year ended September 30, 2023, the City adopted the provisions of Government Accounting Standards Board Statement ("GASBS") Number 96, *Subscription-Based Information Technology Arrangements.* Our opinion is not modified with respect to this matter.

INDEPENDENT AUDITOR'S REPORT
(Continued)

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and the 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.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements as a whole. The Combining and Individual Fund Statements and Schedules section, as listed in the table of contents, is presented for purposes of additional analysis and is not a required part of the 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 financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Combining and Individual Fund Statements and Schedules section is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory section and the statistical section, as listed in the table of contents, but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

The Honorable Mayor and
Members of the City Council
City of Cocoa, Florida

INDEPENDENT AUDITOR'S REPORT
(Concluded)

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards,* we have also issued our report dated March 22, 2024 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
March 22, 2024

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, 2023. 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 $279,672,448 (net position). Of this amount, $39,783,460 (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 $22,408,029 or 8.7% from the previous year. This increase was attributed to the increase of $2,428,138 in the governmental activities and an increase of $19,979,891 in the business-type activities.

- At September 30, 2023, the City's governmental funds reported combined ending fund balance of $51,951,810, an increase of $7,472,453 compared to the prior year. The City's governmental fund balance consists of the following:

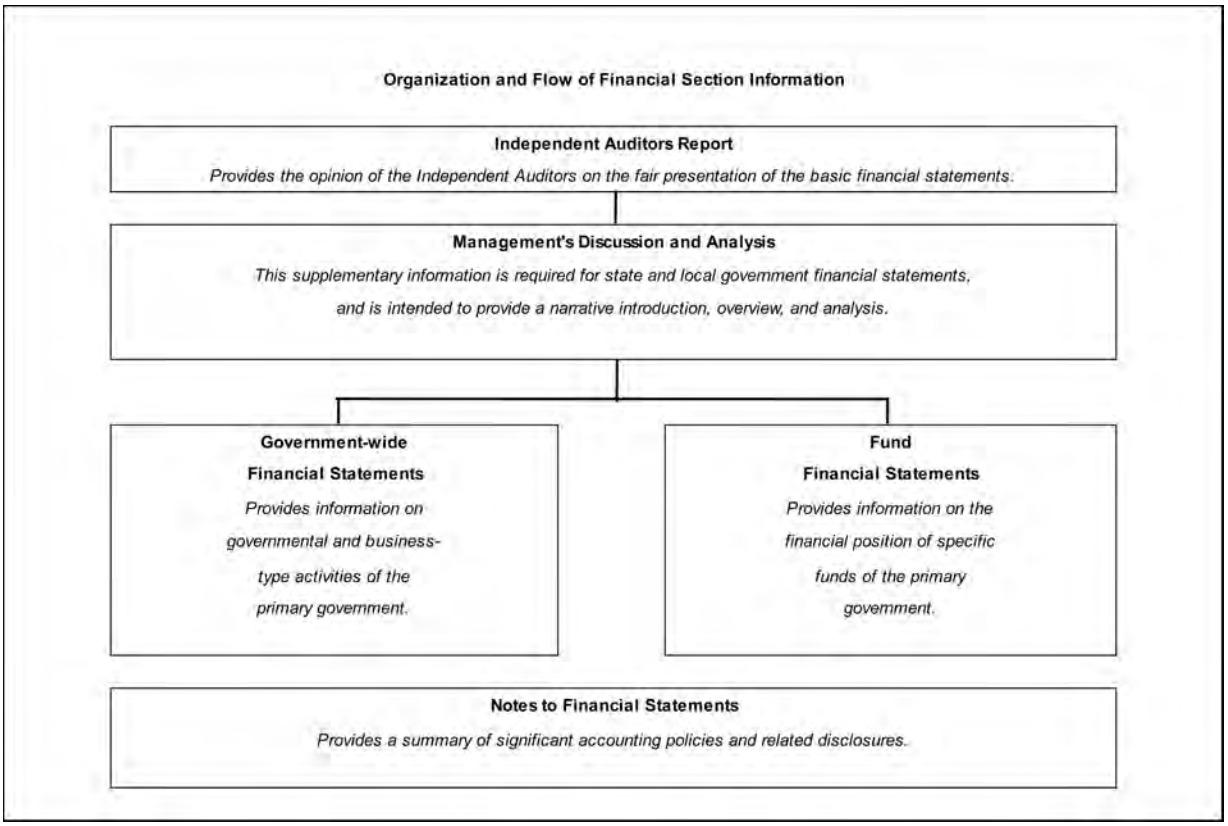
Non-spendable -	$	536,697 (Inventory, prepaid items and certain long-term receivables)
Restricted -	$	5,296,076 (Grants and other restricted revenue sources)
Committed -	$	13,617,679 (Stabilization and capital replacement reserves)
Assigned -	$	18,730,692 (Community improvement projects/debt service payments)
Unassigned -	$	13,770,666 (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 $13,770,666 or 41.3% of total general fund expenditures.

- The City's total long-term liabilities decreased $14,518,927 (7.7%) during the current fiscal year. The governmental activities long-term liabilities decreased by $5,052,268 due mainly to decreased OPEB liability. The business-type activities long-term liabilities decreased by $9,466,659 due to decreases in OPEB liability and revenue bonds payable.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.



Government-wide financial statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances in a manner similar to a private-sector business.

The *Statement of Net Position* presents information on all of the City's assets, deferred outflows of resources, liabilities, and deferred inflows of resources. The difference between the assets and liabilities is reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *Statement of Activities* presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities reflect the City's basic services, including general government, public safety, physical environment, economic environment and recreation. The business-type activities of the City include the Water and Sewer Utility System and the Stormwater Utility System.

The government-wide financial statements include the City itself (known as the primary government), and one legally separate redevelopment agency for which the City is financially accountable – Diamond Square Community Redevelopment Agency. Financial information for this component unit is 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 fifteen individual governmental funds: the General Fund, Cocoa Community Redevelopment Agency, the American Rescue Plan Fund and twelve non-major funds. The non-major funds are the Community Development Block Grant, Brevard County Home Program, Cocoa Housing Assistance, Loan Guarantee, Opioid Settlement, Building Permits, Arbor Mitigation, Police Confiscated, Police Special Education, Federal Forfeiture, Capital Improvement 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 American Rescue Plan Fund, and the Cocoa Community Redevelopment Agency, each of which is reported as a major fund. The Cocoa Community Redevelopment Agency Fund and the American Rescue Plan Fund do not qualify as a major fund, but the City desires to report this fund separately to bring the activities of these funds to the reader’s attention. Data from the other twelve 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 workers' compensation insurance. Because these services predominantly benefit governmental rather than business-type functions, they have been included within governmental activities in the government-wide financial statements.

Fiduciary funds. Fiduciary Funds are used to account for resources held for the benefit of parties outside the government. Fiduciary Funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City’s own programs. The accounting used for Fiduciary Funds is much like that used for Proprietary Funds.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other information. In addition to the basic financial statements and accompanying notes, this report also presents certain Required Supplementary Information concerning the City's progress in funding its obligation to provide pension benefits to its employees. Required Supplementary Information can be found in a separate section of this report.

The combining statements referred to earlier in connection with Non-major Governmental Funds and Internal Service Funds are presented immediately following the Required Supplementary Information 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 $279,672,448 at the close of fiscal year September 30, 2023.

By far the largest portion of the City's net position ($197,599,268 or 70.7%) reflects its investment in capital assets (e.g., land, buildings, machinery and equipment, infrastructure and improvements, and intangibles); less any related debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources since the capital assets themselves cannot be used to liquidate these liabilities.

City of Cocoa
Net Position

	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
Current and Other Assets	$ 63,520,954	$ 56,893,427	$ 119,101,530	$ 105,418,306	$ 182,622,484	$ 162,311,733
Capital Assets (Net)	53,650,848	54,976,556	240,767,211	237,558,354	294,418,059	292,534,910
Total Assets	117,171,802	111,869,983	359,868,741	342,976,660	477,040,543	454,846,643
Deferred Outflows of Resources						
Deferred Outflows related to refundings	-	-	3,316,484	3,666,941	3,316,484	3,666,941
Deferred Outflows for OPEB	2,662,677	3,295,049	1,740,131	2,188,887	4,402,808	5,483,936
Deferred Outflows for Pensions	10,543,335	14,076,813	3,388,073	3,986,546	13,931,408	18,063,359
Total Deferred Outflows of Resources	13,206,012	17,371,862	8,444,688	9,842,374	21,650,700	27,214,236
Noncurrent Liabilities	63,578,359	68,630,627	109,932,319	119,398,978	173,510,678	188,029,605
Other Liabilities	4,778,719	5,582,164	20,305,076	18,979,644	25,083,795	24,561,808
Total Liabilities	68,357,078	74,212,791	130,237,395	138,378,622	198,594,473	212,591,413
Deferred Inflows of Resources						
Deferred Inflows for OPEB	9,800,327	4,574,053	6,577,202	2,868,430	16,377,529	7,442,483
Deferred Inflows for Pensions	1,420,616	1,953,260	311,631	364,672	1,732,247	2,317,932
Deferred Inflows for Leases	2,314,546	2,444,632	-	-	2,314,546	2,444,632
Total Deferred Inflows of Resources	13,535,489	8,971,945	6,888,833	3,233,102	20,424,322	12,205,047
Net Position:						
Net Investment in Capital Assets	38,286,694	38,679,745	159,312,574	147,634,466	197,599,268	186,314,211
Restricted	3,885,024	4,041,969	38,404,696	37,630,039	42,289,720	41,672,008
Unrestricted	6,313,529	3,335,395	33,469,931	25,942,805	39,783,460	29,278,200
Total Net Position	$ 48,485,247	$ 46,057,109	$ 231,187,201	$ 211,207,310	$ 279,672,448	$ 257,264,419

An additional portion of the City's net position ($42.3 million or 15.1%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net

position, $39,783,460, may be used to meet the government's ongoing obligations to citizens and creditors.

At the end of the current fiscal year, the City is able to report positive balances in all three categories of net position, both for the government as a whole and for its separate governmental and business-type activities. The chart below provides information on the City's changes in net position.

City of Cocoa
Changes in Net Position

	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
REVENUES						
Program Revenues:						
Charges for Services and Fees	$ 11,970,367	$ 11,643,571	$ 81,488,521	$ 77,546,643	$ 93,458,888	$ 89,190,214
Operating Grants and Contributions	2,157,576	2,771,593	50,000	26,954	2,207,576	2,798,547
Capital Grants and Contributions	1,056,647	755,253	7,059,347	2,685,358	8,115,994	3,440,611
General Revenues:						
Property Taxes	8,652,439	7,675,100	-	-	8,652,439	7,675,100
Shared Revenues	3,550,334	3,369,050	-	-	3,550,334	3,369,050
Other Taxes and Fees	5,757,170	5,055,810	-	-	5,757,170	5,055,810
Investment Earnings/(Loss)	1,452,140	(414,746)	2,384,784	(2,338,768)	3,836,924	(2,753,514)
Other	953,585	2,701,275	185,575	235,995	1,139,160	2,937,270
Total Revenues	35,550,258	33,556,906	91,168,227	78,156,182	126,718,485	111,713,088
EXPENSES						
General Government	10,328,318	8,369,986	-	-	10,328,318	8,369,986
Public Safety	22,319,633	19,124,110	-	-	22,319,633	19,124,110
Physical Environment	3,424,082	3,444,418	-	-	3,424,082	3,444,418
Transportation	1,255,168	1,103,133	-	-	1,255,168	1,103,133
Economic Environment	989,026	1,062,590	-	-	989,026	1,062,590
Culture/Recreation	3,087,843	1,982,854	-	-	3,087,843	1,982,854
Interest on Long-term Debt	560,200	573,249	-	-	560,200	573,249
Water and Sewer	-	-	60,811,382	55,222,159	60,811,382	55,222,159
Stormwater	-	-	1,534,804	1,330,825	1,534,804	1,330,825
Total Expenses	41,964,270	35,660,340	62,346,186	56,552,984	104,310,456	92,213,324
Increase/(Decrease) in Net Position before Transfers	(6,414,012)	(2,103,434)	28,822,041	21,603,198	22,408,029	19,499,764
Transfers	8,842,150	7,962,195	(8,842,150)	(7,962,195)	-	-
Increase/(Decrease) in Net Position	2,428,138	5,858,761	19,979,891	13,641,003	22,408,029	19,499,764
Net Position - Beginning of Year	46,057,109	40,198,348	211,207,310	197,566,307	257,264,419	237,764,655
Net Position - End of Year	$ 48,485,247	$ 46,057,109	$ 231,187,201	$ 211,207,310	$ 279,672,448	$ 257,264,419

Governmental activities. Governmental activities increased the City's net position by $2,428,138. Key elements of this increase are as follows:

- The City's total governmental revenues, excluding transfers, increased by $1,993,352 (5.94%) from the prior year. Charges for services, operating and capital grants and contributions revenue increased $14,173. Operating grants decreased ($614,017). Charges for services increased $326,796 and Capital grants increased $301,394. Property taxes increased $977,339 due to an increase in the millage rate and increases in property values due to appreciation and strong new construction coming on the tax rolls. Other taxes, shared revenues and miscellaneous income remained consistent with the prior year.

- Expenses related to public safety activities increased by $3,195,523 (16.7%) from the prior year. This increase can be largely attributed to an increase of $1,250,808 in pension expense. Additional reductions in public safety were due to unfilled positions.

Although governmental expenditures exceeded revenues by $(6,414,012) before transfers, the net contributions from other funds (transfers) of $8,842,150 increased the change in net position to an increase of $2,428,138.

Business-type activities. Business-type activities increased the City's net position by $19,979,891. Key elements of this increase are as follows:

- Business-type activities reflect a 16.64% increase in revenues in the amount of $13,012,045. This increase can be attributed an increase in charges for services of $3,941,878 and an increase of investment earnings of $4,723,552 due higher interest rates. There were increases of $4,346,615 in capital and operating grants and contributions and other revenue due to increased capital contributions related to development.

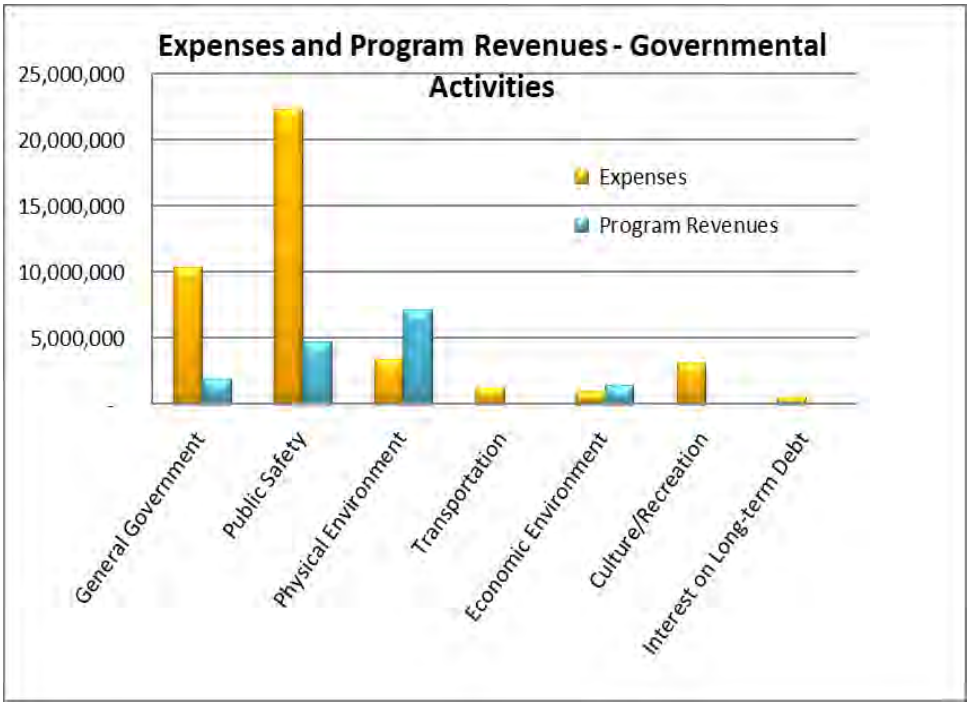
- Business-type revenues exceeded expenses by $28,822,041 before transfers to the General Fund. Expenses before transfers related to business-type activity increased $5,793,202 (10.24%) from the previous year. This increase can be attributed to price increases for operating costs.

The following charts and graphs show the results of governmental activities for fiscal year ended 2023:

Expenses and Program Revenues - Governmental Activities

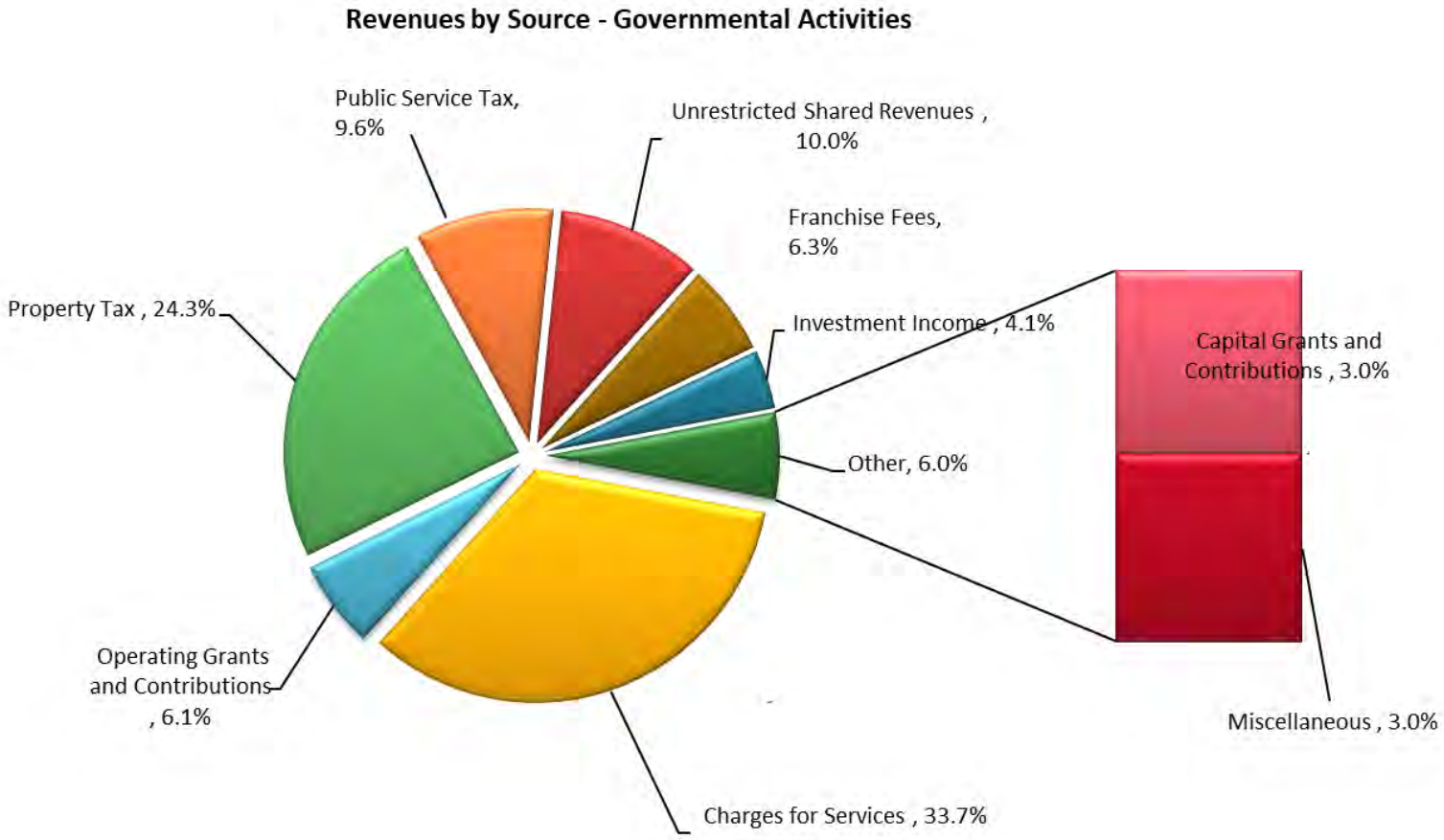
For the Year Ended September 30, 2023

Functions/Programs	Expenses	% of Total	Program Revenues	% of Total	Net (Expense) Revenue
General Government	$ 10,328,318	24.4%	$ 1,870,176	12.3%	$ (8,458,142)
Public Safety	22,319,633	53.2%	4,687,748	30.9%	(17,631,885)
Physical Environment	3,424,082	8.2%	7,112,014	46.8%	3,687,932
Transportation	1,255,168	3.0%	-	0.1%	(1,255,168)
Economic Environment	989,026	2.4%	1,418,970	9.3%	429,944
Culture/Recreation	3,087,843	7.4%	95,682	0.6%	(2,992,161)
Interest on Long-term debt	560,200	1.4%	-	0.0%	(560,200)
	$ 41,964,270	100.0%	$ 15,184,590	100.0%	$ (26,779,680)

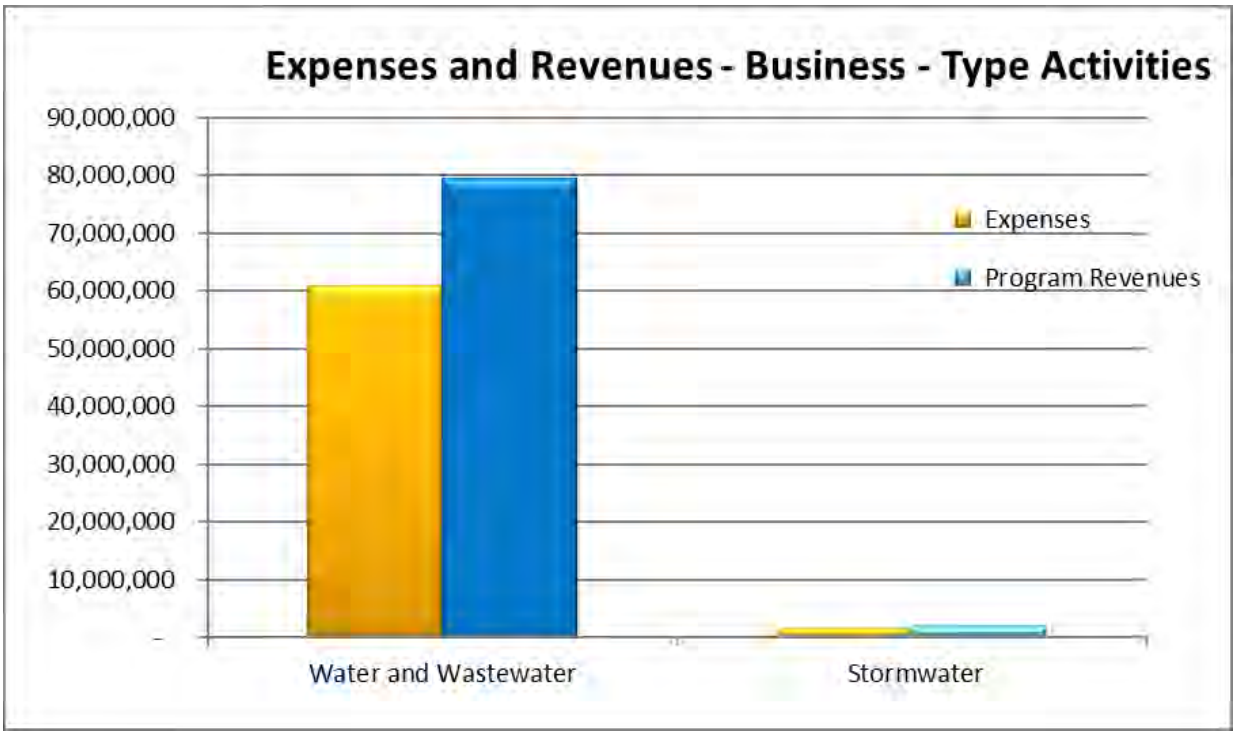


Revenues by Source

Description	Revenues	% of Total
Charges for Services	$ 11,970,367	33.7%
Operating Grants and Contributions	2,157,576	6.1%
Capital Grants and Contributions	1,056,647	3.0%
Property Tax	8,652,439	24.3%
Public Service Tax	3,405,712	9.6%
Other Taxes	121,489	0.2%
Unrestricted Shared Revenues	3,550,334	10.0%
Gain on Sale of Capital Assets	45,074	0.1%
Franchise Fees	2,229,969	6.3%
Investment Earnings/(Loss)	1,452,140	4.1%
Miscellaneous	908,511	2.6%
	$ 35,550,258	100.0%


Revenues by Source - Governmental Activities
Public Service Tax, 9.6%
Unrestricted Shared Revenues , 10.0%
Franchise Fees, 6.3%
Property Tax , 24.3%
Investment Income , 4.1%
Capital Grants and Contributions , 3.0%
Other, 6.0%
Operating Grants and Contributions , 6.1%
Miscellaneous , 3.0%
Charges for Services , 33.7%

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 wastewater services in the Water and Sewer System Utility and stormwater fees in the Stormwater Utility.

Financial Analysis of the Government's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds. The focus of the City's governmental funds is to provide information on near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the City's financing requirements. The equity section indicates the extent to which the government is bound to honor constraints on the specific purpose for which amounts in the fund can be spent. The five components of fund balance are as follows:

- Non-spendable fund balance – the portion of the fund balance that cannot be spent because of its form or must be maintained intact. Examples are inventory, prepaid items and certain long-term receivables.
- Restricted fund balance – the portion of the fund balance subject to externally enforceable legal restrictions. Examples are grants, contributions and restricted debt service requirements.
- Committed fund balance – the portion of the fund balance constrained by limitations imposed by the City Council, by resolution, for specific purposes. Examples are stabilization reserve and capital replacement reserve.
- Assigned fund balance – the portion of the fund balance assigned to specific projects or items by the City Council or City Manager. Examples are reserves dedicated to future specific projects and debt service reserves that are not legally restricted.
- Unassigned fund balance – the remaining portion of the fund balance available for spending at the government's discretion.

As of the end of the current fiscal year, the City's governmental funds reported combined ending fund balances of $51,951,810, which is an increase of $7,472,453 in comparison to the prior year. The amount of $13,770,666 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) $5,296,076 is restricted by grant requirements and state statutes, 2) $13,617,679 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) $18,730,692 is assigned for future expenses for Cocoa park improvements, building and equipment improvements, ERP software replacement, 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 $44,962,486 an increase of $6,921,492 from the previous year primarily due to unspent previously budgeted items such as the ERP software replacement and the parks improvements, along with actual revenues exceeding budgeted expectations. 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 41.3% of total general fund expenditures.

The American Rescue Plan fund has a total fund balance of $13,482. The fund balance reflects interest earned on the advance payment of the Coronavirus State and Local Fiscal Recovery Funds (SLFRF).

The Cocoa Community Redevelopment Agency fund has a total fund balance of $2,941,172. The increase in fund balance of $1,242,004 over the prior year is due to less project activity in FY 2023.

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 Utility at the end of the current fiscal year amounted to $31,412,450, an increase of $19,276,447. This revenue increase can be attributed to planned rate increases, an increase in investment income and increases in capital contributions.

The unrestricted net position for the Stormwater Utility amounted to $2,057,481, an increase of $703,444. The stormwater revenue increased by $138,203 due to a rate increase. Expenses increased $188,517 due an increase in operating costs.

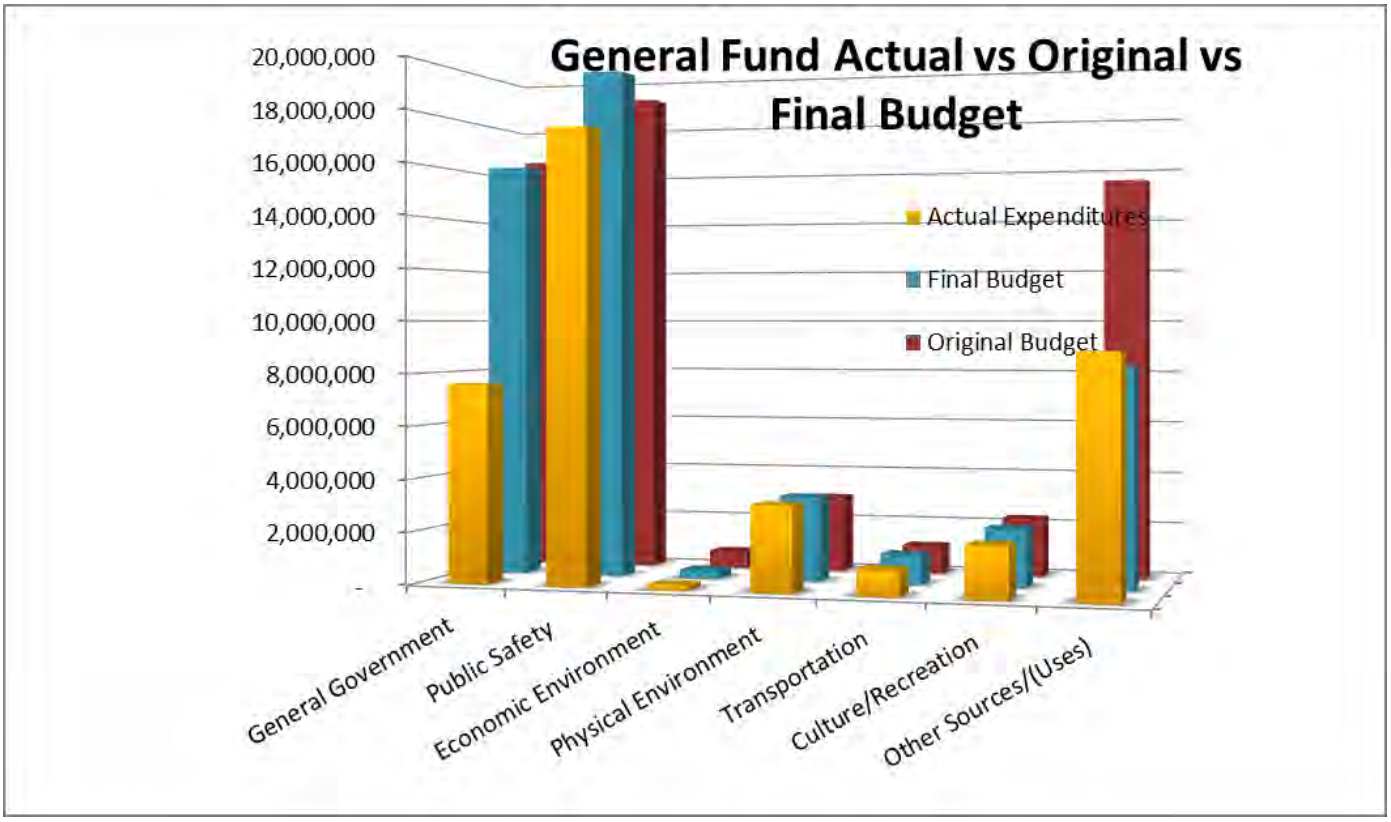
General Fund Budgetary Highlights

	Original Budget	Final Budget	Difference
General Government	$ 16,543,903	$ 16,084,198	$ (459,705)
Public Safety	19,043,566	19,781,595	738,029
Physical Environment	2,959,065	3,259,532	300,467
Transportation	1,098,472	1,142,143	43,671
Culture/Recreation	2,255,525	2,217,501	(38,024)
Economic Environment	678,170	328,959	(349,211)
Other Sources/(Uses)	15,444,824	8,328,185	(7,116,639)
	$ 58,023,525	$ 51,142,113	$ (6,881,412)

The net differences between the original budget and the final amended budget expenditures resulted in an decrease in the amount appropriated for expenditures, including transfers out, of $6,881,412 which is primarily due to the treatment of an overhead transfer from the Water and Sewer Utility. This is budgeted as an interfund transfer when preparing the original budget, but is reflected as an operating cost for final budget presentation.

General Fund Budgetary Comparison

	Actual Expenditures	Final Budget	Change	
General Government	$ 7,596,381	$ 16,084,198	$ 8,487,817	52.8%
Public Safety	17,310,232	19,781,595	2,471,363	12.5%
Economic Environment	199,942	328,959	129,017	39.2%
Physical Environment	3,249,201	3,259,532	10,331	0.3%
Transportation	981,568	1,142,143	160,575	14.1%
Culture/Recreation	1,990,248	2,217,501	227,253	10.2%
Other Sources/(Uses)	8,921,457	8,328,185	593,272	7.1%
	$ 40,249,029	$ 51,142,113	$ 12,079,628	23.6%



The actual net expenditures were $20,298,016 under the final budget projections. This is due to $11,407,660 of assigned fund balance projects not being completed by the end of FY 23, such as $750,000 for housing, $3.0M for a new ERP system, $2.8M for parks improvements, $1.2M for housing $1.3M in capital projects, $1.4M in grant matching funds. Additionally, cost savings were achieved from unfilled positions and encumbrances remaining open at the end of the fiscal year due to supply chain issues.

Actual resources available for appropriation were more than the final budget. The final revenue budgeted for the general fund was $27,883,980 actual receipts of $31,380,094 indicated an excess of 12.54% or $3,496,114 from anticipated revenues. This was due to variances in all categories of revenue, but, most significantly, interest earnings revenue exceeded the budget by $1,077,769.

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, 2023, amounts to $294,418,059 (net of accumulated depreciation). This

represents a net increase of $1,883,149 (.6%) from the previous year. There was a decrease in governmental activities of $1,325,708 representing (2.4%) of the total change in capital assets and a $3,208,857 increase in business-type activities' capital assets, or (170.4%) 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:

- SBITA Assets - $802,169
- Street Paving - $268,095
- IT Equipment - $301,734
- Vehicle Replacements - $1,184,989
- Sewer Line Refurbishments - $465,450
- Bleach Tank for wells - $398,388
- Sykes Creek Water Pipe rerouting - $2,844,701
- Lift Station #1 Rehab - $697,963
- BNR Efficiency Project - $1,848,160

These asset additions were offset by depreciation expense. Additional information on the City's capital assets can be found in Note 4 *Capital Assets* of the footnote section of this report.

City of Cocoa
City's Capital Assets
(net of depreciation)

	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
Land	$ 7,621,226	$ 7,621,226	$ 2,919,197	$ 2,919,197	$ 10,540,423	$ 10,540,423
Buildings and Improvements	29,945,201	29,881,701	17,268,903	17,268,903	47,214,104	47,150,604
Machinery and Equipment	17,528,445	16,893,982	27,257,123	26,655,350	44,785,568	43,549,332
Intangible	3,507,800	3,004,181	7,542,313	7,295,003	11,050,113	10,299,184
Infrastructure/Imp Other	79,514,237	80,043,542	417,484,158	400,681,080	496,998,395	480,724,622
Construction in Progress	750,657	453,558	33,684,968	35,769,006	34,435,625	36,222,564
	138,867,566	137,898,190	506,156,662	490,588,539	645,024,228	628,486,729
Less: Accumulated Depreciation	(85,216,718)	(82,921,634)	(265,389,451)	(253,030,185)	(350,606,169)	(335,951,819)
Capital Assets, net	$ 53,650,848	$ 54,976,556	$ 240,767,211	$ 237,558,354	$ 294,418,059	$ 292,534,910

Long-term Liabilities. At the end of the current fiscal year, the City had total bonded debt outstanding of $98,415,013. 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 $7,372,884 or 6.7% during the current fiscal year. This reduction in outstanding debt was due to payoff of the Series 2003 bond and debt service payments in accordance with established amortization schedules. More detailed information on the City's long-term debt can be found in Note 7 *Long-Term Debt* in the footnote section of this report.

	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
Bonds Payable	$ 13,799,517	$ 14,358,697	$ 84,615,496	$ 90,813,175	$ 98,415,013	$ 105,171,872
Leases Payable	585,651	756,755	3,372,061	3,701,791	3,957,712	4,458,546
SBITA Payable	374,810	-	136,445	-	511,255	-
Notes and Loans Payable	484,000	974,000	-	-	484,000	974,000
	$ 15,243,978	$ 16,089,452	$ 88,124,002	$ 94,514,966	$ 103,367,980	$ 110,604,418

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 position growth. New residential and commercial developments added $14,417,476 in assessed value ($100,248 in property taxes) to the tax rolls in FY 2023. Much of this new development was from new apartments and housing developments. Unemployment in Brevard County was 3.1% at the end of the fiscal year, as compared to 2.8% in the State and 3.8% nationally. The economy performed strong in FY 2023. Actual revenues exceeded expectations due to increases economic-driven revenue sources such as sales tax, franschise fees and shared revenues from the State. Unemployment was low and Cocoa is experiencing a flurry of construction activity. Inflation remained was 3.4% at the end of FY 2023, although operating costs have increased significantly. Cocoa's proximity to the Kennedy Space Center, Port Canaveral and Orlando make it an ideal place for visiting the area and home ownership.

In FY 2023, the City increased its millage rate to 6.9532 mills from 6.4532 mills. This increase helped to provide the funding for public safety to attract & retain police officers and firefighters. Since unemployment is so low in the area, competition in the work force is fierce and the City needed to make wages more competitive to attract employees to work for the City of Cocoa. The City was able to maintain all levels of service in FY 2023 through the millage rate increase and the increase in property values. Beyond property taxes, other revenue increases in FY 2023 are attributable to planned rate increases for fire assessment, water and sewer, and stormwater. These rates are established through rate studies and special assessments to ensure the consistent collection of these types of revenue.

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. A copy of the City's Annual Comprehensive Financial Report can also be found on the City's website at www.cocoafl.gov.



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BASIC FINANCIAL STATEMENTS

City of Cocoa, Florida
Statement of Net Position
September 30, 2023

	Primary Government			Component Units
	Governmental Activities	Business-Type Activities	Total	Diamond Square Redevelopment Agency
Assets:				
Cash and cash equivalents	$ 12,483,999	$ 14,699,981	$ 27,183,980	$ 1,085,643
Investments	45,408,579	66,771,106	112,179,685	-
Receivables	1,422,779	8,519,643	9,942,422	2,500
Receivables, earned but not billed	114,734	6,503,603	6,618,337	-
Tax receivable	42,415	-	42,415	-
Interest receivable	22,941	-	22,941	-
Due from other governments	613,321	356,867	970,188	-
Deposits	4,350	-	4,350	-
Inventory	78,755	1,902,672	1,981,427	-
Prepaid items	656,621	262,537	919,158	9,155
Restricted assets:				
Cash and cash equivalents	53,742	7,223,885	7,277,627	-
Investments	-	12,861,236	12,861,236	-
Other receivables	271,891	-	271,891	-
Lease receivable	2,346,827	-	2,346,827	-
Capital assets:				
Land	7,621,226	2,919,197	10,540,423	181,192
Buildings	29,945,201	17,268,903	47,214,104	-
Improvements other than buildings	-	417,484,158	417,484,158	-
Machinery and equipment	17,528,445	27,257,123	44,785,568	-
Infrastructure	79,514,237	-	79,514,237	477,850
Intangibles	3,507,800	7,542,313	11,050,113	-
Construction in progress	750,657	33,684,968	34,435,625	-
Less accumulated depreciation	(85,216,718)	(265,389,451)	(350,606,169)	(149,708)
Total assets	117,171,802	359,868,741	477,040,543	1,606,632
Deferred Outflows of Resources:				
Deferred outflows related to refundings	-	3,316,484	3,316,484	-
Deferred outflows related to pensions	10,543,335	3,388,073	13,931,408	-
Deferred outflows related to OPEB	2,662,677	1,740,131	4,402,808	-
Total deferred outflows of resources	13,206,012	8,444,688	21,650,700	-
Liabilities:				
Accounts, contracts and retainage payable	1,491,994	13,622,825	15,114,819	9,723
Accrued payroll and related liabilities	1,364,229	633,215	1,997,444	1,140
Accrued interest payable	6,381	13,442	19,823	-
Due to other governments	12,822	24,648	37,470	-
Payable from restricted assets:				
Customer and developer escrow deposits	-	4,406,133	4,406,133	-
Escrow deposits	43,770	1,604,791	1,648,561	-
Unearned revenue	1,812,153	-	1,812,153	-
Other liabilities	47,370	22	47,392	-
Noncurrent liabilities:				
Due within one year:				
Revenue bonds payable	555,000	5,942,000	6,497,000	-
Notes payable	45,000	-	45,000	-
Lease payable	111,332	339,510	450,842	-
SBITA payable	151,401	63,284	214,685	-
Accrued claims payable	1,074,000	-	1,074,000	-
Compensated absences	674,449	325,778	1,000,227	-
Due in more than one year:				
Revenue bonds payable	13,244,517	78,673,496	91,918,013	-
Notes payable	439,000	-	439,000	-
Lease payable	474,319	3,032,551	3,506,870	-
SBITA payable	223,409	73,161	296,570	-
Accrued claims payable	888,000	-	888,000	-
Total OPEB liability	13,702,303	8,580,911	22,283,214	-
Compensated absences	859,066	432,857	1,291,923	-
Net pension liability	31,136,563	12,468,771	43,605,334	-
Total liabilities	68,357,078	130,237,395	198,594,473	10,863

The accompanying notes are an integral part of the financial statements.

City of Cocoa, Florida
Statement of Net Position
September 30, 2023
(Continued)

(Continued on the following page)

	Primary Government			Component Units
	Governmental Activities	Business-Type Activities	Total	Diamond Square Redevelopment Agency
Deferred Inflows of Resources:				
Deferred inflows related to pensions	1,420,616	311,631	1,732,247	-
Deferred inflows related to OPEB	9,800,327	6,577,202	16,377,529	-
Deferred inflow leases	2,314,546	-	2,314,546	-
Total deferred inflows of resources	13,535,489	6,888,833	20,424,322	-
Net Position:				
Net investment in capital assets	38,286,694	154,385,923	192,672,617	509,334
Restricted for:				
Restricted by Bond Covenant - Public safety	1,206,630	-	1,206,630	-
Restricted by Bond Covenant - Housing assistance	279,329	-	279,329	-
Reserve Fund- Dr. Joe Lee Smith Center	67,000	-	67,000	-
Restricted by Bond Covenant - Debt service	619,188	1,891,950	2,511,138	-
Restricted by Bond Covenant - Capital Improvements	1,699,395	10,886,896	12,586,291	-
Restricted by Bond Covenant - Renewal and replacement	-	2,750,000	2,750,000	-
Restricted by Bond Covenant - Working Capital	-	22,875,850	22,875,850	-
Restricted by Grant Agreements	13,482	-	13,482	-
Unrestricted	6,313,529	38,396,582	44,710,111	1,086,435
Total net position	$ 48,485,247	$ 231,187,201	$ 279,672,448	$ 1,595,769

The accompanying notes are an integral part of the financial statements.

City of Cocoa, Florida
Statement of Activities
Year Ended September 30, 2023

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
Primary Government								
Governmental activities:								
General government	$ 10,328,318	$ 275,576	$ 1,594,600	$ -	$ (8,458,142)	$ -	$ (8,458,142)	$ -
Public safety	22,319,633	4,548,677	139,071	-	(17,631,885)	-	(17,631,885)	-
Recreation	3,087,843	79,443	12,300	3,939	(2,992,161)	-	(2,992,161)	-
Economic development	989,026	-	399,142	1,019,828	429,944	-	429,944	-
Physical environment	3,424,082	7,066,671	12,463	32,880	3,687,932	-	3,687,932	-
Transportation	1,255,168	-	-	-	(1,255,168)	-	(1,255,168)	-
Interest	560,200	-	-	-	(560,200)	-	(560,200)	-
Total governmental activities	41,964,270	11,970,367	2,157,576	1,056,647	(26,779,680)		(26,779,680)	-
Business-type activities:								
Water and sewer	60,811,382	79,366,257	-	7,059,347	-	25,614,222	25,614,222	-
Stormwater utility	1,534,804	2,122,264	50,000	-	-	637,460	637,460	-
Total business-type activities	62,346,186	81,488,521	50,000	7,059,347		26,251,682	26,251,682	-
Total primary government	$ 104,310,456	$ 93,458,888	$ 2,207,576	$ 8,115,994	$ (26,779,680)	$ 26,251,682	$ (527,998)	$ -
Component Units								
Diamond Square Redevelopment Agency	$ 129,111	$ -	$ -	$ -	$ -	$ -	$ -	$ (129,111)
Total component units	$ 129,111	$ -	$ -	$ -	$ -	$ -	$ -	$ (129,111)
General revenues:								
Property taxes					$ 8,652,439	$ -	$ 8,652,439	$ -
Public utility and communication taxes					3,405,712	-	3,405,712	-
Other Taxes					121,489	-	121,489	-
Franchise fees based on gross receipts					2,229,969	-	2,229,969	-
Shared revenues not restricted to specific programs					3,550,334	-	3,550,334	391,157
Gain on sale of capital assets					45,074	39,565	84,639	-
Unrestricted interest income/(loss)					1,452,140	2,384,784	3,836,924	15,458
Miscellaneous					908,511	146,010	1,054,521	2,500
Transfers, net					8,842,150	(8,842,150)	-	-
Total general revenues					29,207,818	(6,271,791)	22,936,027	409,115
Change in net position					2,428,138	19,979,891	22,408,029	280,004
Net position, beginning					46,057,109	211,207,310	257,264,419	1,315,765
Net position, ending					$ 48,485,247	$ 231,187,201	$ 279,672,448	$ 1,595,769

The accompanying notes are an integral part of the financial statements.

City of Cocoa, Florida
Balance Sheet - Governmental Funds
September 30, 2023

	General Fund	Cocoa Redevelopment Agency	American Rescue Plan	Nonmajor Governmental Funds	Total Governmental Funds
Assets:					
Cash and cash equivalents	$ 3,206,839	$ 2,946,931	$ 1,567,190	$ 3,501,571	$ 11,222,531
Restricted Cash	21,531	-	-	32,211	53,742
Investments	42,026,579	-	-	562,753	42,589,332
Accounts receivable, net	1,421,732	-	-	1,047	1,422,779
Accounts receivable earned, but not billed	114,734	-	-	-	114,734
Tax receivable	42,415	-	-	-	42,415
Interest receivable	22,925	16	-	-	22,941
Due from other governments	267,615	-	-	345,706	613,321
Inventory	78,755	-	-	-	78,755
Prepaid items	417,093	8,741	-	-	425,834
Deposits	-	4,350	-	-	4,350
Other receivable	-	271,891	-	-	271,891
Lease receivable	2,258,406	88,421	-	-	2,346,827
Total assets	$ 49,878,624	$ 3,320,350	$ 1,567,190	$ 4,443,288	$ 59,209,452
Liabilities:					
Liabilities					
Accounts payable	$ 1,191,027	$ 16,033	$ 53,277	$ 124,143	$ 1,384,480
Accrued payroll and related liabilities	1,337,261	3,006	-	23,962	1,364,229
Accrued interest	6,381	-	-	-	6,381
Unearned revenue	79,865	-	1,500,431	231,857	1,812,153
Due to other governments	10,044	-	-	2,778	12,822
Escrow deposits	17,892	-	-	25,878	43,770
Other liabilities	47,370	-	-	-	47,370
Total liabilities	2,689,840	19,039	1,553,708	408,618	4,671,205
Deferred Inflows of Resources:					
Deferred inflow - Whitley Marina settlement revenue	-	271,891	-	-	271,891
Deferred inflow leases	2,226,298	88,248	-	-	2,314,546
Total deferred inflows of resources	2,226,298	360,139	-	-	2,586,437
Fund Balances:					
Nonspendable	527,956	8,741	-	-	536,697
Restricted	88,531	2,932,431	13,482	2,261,632	5,296,076
Committed	11,844,641	-	-	1,773,038	13,617,679
Assigned	18,730,692	-	-	-	18,730,692
Unassigned	13,770,666	-	-	-	13,770,666
Total fund balances	44,962,486	2,941,172	13,482	4,034,670	51,951,810
Total liabilities and fund balances	$ 49,878,624	$ 3,320,350	$ 1,567,190	$ 4,443,288	$ 59,209,452

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, 2023

Total fund balances of governmental funds		$ 51,951,810
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.		53,650,848
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	$ 10,543,335	
Deferred inflows of resources for pensions	(1,420,616)	9,122,719
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	2,662,677	
Deferred inflows of resources for OPEB	(9,800,327)	(7,137,650)
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)	(13,799,517)	
Notes payable	(484,000)	
Leases	(585,651)	
SBITA payable	(374,810)	
Other postemployment benefits	(13,702,303)	
Net pension liability	(31,136,563)	
Compensated absences	(1,533,515)	(61,616,359)
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.		2,241,988
Total net position of governmental activities		$ 48,485,247

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, 2023

	General Fund	Cocoa Redevelopment Agency	American Rescue Plan	Nonmajor Governmental Funds	Total Governmental Funds
Revenues:					
Taxes	$ 12,782,994	$ -	$ -	$ -	$ 12,782,994
Special assessments	3,223,854	-	-	-	3,223,854
Licenses, permits, and fees	2,356,247	-	-	618,104	2,974,351
Intergovernmental	3,160,297	1,594,600	1,055,320	344,840	6,155,057
Charges for services	7,697,941	-	-	-	7,697,941
Fines and forfeitures	42,735	-	-	5,230	47,965
Interest earnings/(loss)	1,259,469	40,646	-	73,325	1,373,440
Miscellaneous	856,557	42,359	-	148,061	1,046,977
Total revenues	31,380,094	1,677,605	1,055,320	1,189,560	35,302,579
Expenditures:					
Current:					
General government	7,596,381	-	35,492	41	7,631,914
Public safety	17,310,233	-	-	640,122	17,950,355
Recreation	1,990,248	-	-	-	1,990,248
Economic development	199,942	109,579	-	341,859	651,380
Physical environment	3,249,201	-	-	-	3,249,201
Transportation	981,568	-	-	-	981,568
Capital Outlay	1,813,579	21,513	1,019,828	2,090	2,857,010
Debt service:					
Principal	225,816	120,069	-	1,025,697	1,371,582
Interest	13,091	2,699	-	568,590	584,380
Total expenditures	33,380,059	253,860	1,055,320	2,578,399	37,267,638
Excess (deficiency) of revenues over (under) expenditures	(1,999,965)	1,423,745	-	(1,388,839)	(1,965,059)
Other Financing Sources (Uses):					
Transfers in	9,905,387	41,059	-	1,637,312	11,583,758
Transfers out	(1,577,202)	(222,800)	-	(941,606)	(2,741,608)
Proceeds from sales of capital assets	45,074	-	-	-	45,074
Debt issuance	548,198	-	-	2,090	550,288
Total other financing sources (uses)	8,921,457	(181,741)	-	697,796	9,437,512
Net change in fund balances	6,921,492	1,242,004	-	(691,043)	7,472,453
Fund Balances, Beginning of Year	38,040,994	1,699,168	13,482	4,725,713	44,479,357
Fund Balances, End of Year	$ 44,962,486	$ 2,941,172	$ 13,482	$ 4,034,670	$ 51,951,810

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, 2023

Net change in fund balances - total governmental funds		$ 7,472,453
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 (includes donated assets)	$ 2,836,617	
Less current year depreciation	(3,316,198)	(479,581)
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		(846,127)
Cash pension contributions reported in the funds were more than the calculated pension expense on the statement of activities and therefore increased net position.		(5,429,010)
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.		202,605
The issuance of long-term debt (e.g., bonds and notes payable) provide current financial resources to governmental funds, while repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction has any effect on net assets. Also, governmental funds report the effect of premiums, discounts and similar items when debt is first issued, whereas those amounts are deferred and amortized in the statement of activities.		
Principal payments	1,371,582	
Debt issuance	(550,288)	
Amortization of premium and discount	24,179	845,473
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.		(73,031)
The increase in the other post-employment benefit balances 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.		735,356
Change in Net Position of Governmental Activities		$ 2,428,138

The accompanying notes are an integral part of the financial statements.

City of Cocoa, Florida
Statement of Net Position - Proprietary Funds
September 30, 2023

	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	$ 14,213,112	$ 486,869	$ 14,699,981	$ 1,261,468
Restricted current assets:				
Cash and cash equivalents	7,223,885	-	7,223,885	-
Investments	64,260,692	2,510,414	66,771,106	2,819,247
Accounts receivable, net	8,515,651	3,992	8,519,643	-
Accounts receivable earned, but not billed	6,503,603	-	6,503,603	-
Due from other governments	356,867	-	356,867	-
Inventory	1,902,672	-	1,902,672	-
Prepaid items	259,128	3,409	262,537	230,787
Total current assets	103,235,610	3,004,684	106,240,294	4,311,502
Noncurrent assets:				
Restricted noncurrent assets:				
Investments	12,668,317	192,919	12,861,236	-
Capital assets:				
Land	2,795,148	124,049	2,919,197	-
Buildings	17,268,903	-	17,268,903	-
Improvements other than buildings	411,209,623	6,274,535	417,484,158	-
Machinery and equipment	25,847,677	1,409,446	27,257,123	-
Intangibles	7,533,953	8,360	7,542,313	-
Construction in progress	33,492,653	192,315	33,684,968	-
Less accumulated depreciation/amortization	(262,312,971)	(3,076,480)	(265,389,451)	-
Total capital assets, net of accumulated depreciation/amortization	235,834,986	4,932,225	240,767,211	-
Total noncurrent assets	248,503,303	5,125,144	253,628,447	-
Total assets	351,738,913	8,129,828	359,868,741	4,311,502
Deferred Outflows of Resources:				
Deferred outflows related to refundings	3,316,484	-	3,316,484	-
Deferred outflows related to pensions	3,259,937	128,136	3,388,073	-
Deferred outflows related to OPEB	1,695,713	44,418	1,740,131	-
Total deferred outflows of resources	8,272,134	172,554	8,444,688	-

The accompanying notes are an integral part of the financial statements.

City of Cocoa, Florida
Statement of Net Position - Proprietary Funds (Continued)
September 30, 2023

	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	$ 2,767,947	$ 33,642	$ 2,801,589	$ 107,514
Contracts payable	10,428,917	-	10,428,917	-
Retainage payable	392,319	-	392,319	-
Other current liabilities	22	-	22	-
Accrued payroll and related liabilities	616,777	16,438	633,215	-
Compensated absences	318,199	7,579	325,778	-
Accrued claims payable	-	-	-	1,074,000
Due to other governments	24,648	-	24,648	-
Current liabilities (payable from restricted assets):				
Accrued interest	13,440	2	13,442	-
Customer and developer deposits	4,406,133	-	4,406,133	-
Other deposits	1,604,791	-	1,604,791	-
Revenue bonds payable	5,942,000	-	5,942,000	-
Lease payable	339,510	-	339,510	-
SBITA payable	60,272	3,012	63,284	-
Total current liabilities	26,914,975	60,673	26,975,648	1,181,514
Noncurrent liabilities:				
Compensated absences	423,660	9,197	432,857	-
Accrued claims payable	-	-	-	888,000
Total OPEB Lliability	8,580,911	-	8,580,911	-
Net pension liability	12,065,997	402,774	12,468,771	-
SBITA liability	70,600	2,561	73,161	-
Revenue bonds payable, net of unamortized bond discount/premium	78,673,496	-	78,673,496	-
Lease payable	3,032,551	-	3,032,551	-
Total noncurrent liabilities	102,847,215	414,532	103,261,747	888,000
Total liabilities	129,762,190	475,205	130,237,395	2,069,514
Deferred Inflows of Resources:				
Deferred inflows related to pensions	291,343	20,288	311,631	-
Deferred inflows related to OPEB	6,374,532	202,670	6,577,202	-
Total deferred inflows of resources	6,665,875	222,958	6,888,833	-
Net Position:				
Net investment in capital assets	154,385,922	4,926,652	159,312,574	-
Restricted for:				
Restricted by Bond Covenant - Debt service	1,891,950	-	1,891,950	-
Restricted by Bond Covenant - Capital improvements	10,886,896	-	10,886,896	-
Restricted by Bond Covenant - Renewal and replacement	2,750,000	-	2,750,000	-
Restricted by Bond Covenant - Working capital	22,255,764	620,086	22,875,850	-
Unrestricted	31,412,450	2,057,481	33,469,931	2,241,988
Total net position	$ 223,582,982	$ 7,604,219	$ 231,187,201	$ 2,241,988

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, 2023

	Business-type Activities - Enterprise Funds			Governmental Activities -
	Water and Sewer System	Stormwater Fund (Non-Major)	Total	Internal Service Funds
Operating revenues:				
Charges for services	$ 71,339,575	$ -	$ 71,339,575	$ 1,159,935
Impact fees	4,003,560	-	4,003,560	-
Special assessments	-	2,122,264	2,122,264	-
Fire protection	4,023,122	-	4,023,122	-
Miscellaneous	143,781	2,229	146,010	108,469
Total operating revenues	79,510,038	2,124,493	81,634,531	1,268,404
Operating expenses:				
Water/sewer treatment	16,077,764	-	16,077,764	-
Administration	17,150,716	1,240,172	18,390,888	-
Depreciation/amortization	12,499,785	294,415	12,794,200	-
Insurance claims and expenses	-	-	-	1,144,499
Transmission and distribution	9,045,658	-	9,045,658	-
Lift stations and lines	2,418,933	-	2,418,933	-
Total operating expenses	57,192,856	1,534,587	58,727,443	1,144,499
Operating income (loss)	22,317,182	589,906	22,907,088	123,905
Nonoperating revenues (expenses):				
Gain/(loss) on disposal of assets	19,177	20,388	39,565	-
Grants from other agencies	-	50,000	50,000	-
Interest income/(loss)	2,337,807	46,977	2,384,784	78,700
Interest expense	(3,618,526)	(217)	(3,618,743)	-
Total nonoperating revenues (expenses)	(1,261,542)	117,148	(1,144,394)	78,700
Income before contributions and transfers	21,055,640	707,054	21,762,694	202,605
Capital contributions and transfers				
Capital contributions	6,581,470	-	6,581,470	-
Capital grant	477,877	-	477,877	-
Transfers out	(8,838,540)	(3,610)	(8,842,150)	-
Total capital contributions and transfers	(1,779,193)	(3,610)	(1,782,803)	-
Change in net position	19,276,447	703,444	19,979,891	202,605
Net position, beginning	204,306,535	6,900,775	211,207,310	2,039,383
Net position, ending	$ 223,582,982	$ 7,604,219	$ 231,187,201	$ 2,241,988

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, 2023

	Business-type Activities - Enterprise Funds			Governmental Activities -
	Water and Sewer System	Stormwater Fund	Total	Internal Service Fund
Cash flows from operating activities:				
Cash received from customers for sales and services	$ 80,286,935	$ 2,123,948	$ 82,410,883	$ 1,268,404
Cash payments to suppliers for goods and services	(29,012,123)	(918,686)	(29,930,809)	(3,107)
Cash payments to employees	(14,566,701)	(454,710)	(15,021,411)	-
Cash payments for insurance and claims expense	-	-	-	(1,216,992)
Net cash provided by (used in) operating activities	36,708,111	750,552	37,458,663	48,305
Cash flows from noncapital financing activities:				
Cash transfers in from other funds	-	-	-	-
Cash transfers out to other funds	(8,838,540)	(3,610)	(8,842,150)	-
Operating grants	-	50,000	50,000	
Net cash provided by (used in) noncapital financing activities	(8,838,540)	46,390	(8,792,150)	-
Cash flows from capital and related financing activities:				
Acquisition of capital assets	(8,759,731)	(291,011)	(9,050,742)	-
Proceeds from sale of capital assets	19,177	-	19,177	-
Principal paid on revenue bonds and loans	(6,086,858)	-	(6,086,858)	-
Interest paid on long-term debt	(3,928,309)	(217)	(3,928,526)	-
Proceeds from issuance of bonds	-	5,573	5,573	-
Capital contributions - grant	477,877	-	477,877	-
Net cash provided by (used in) in capital and related financing activities	(18,277,844)	(285,655)	(18,563,499)	-
Cash flows from investing activities:				
Investment income/(loss)	2,337,807	46,977	2,384,784	78,700
Proceeds from sale/maturity of investments	-	-	-	-
Purchase of investments	(42,401,645)	(2,510,946)	(44,912,591)	(78,810)
Net cash provided by (used in) investing activities	(40,063,838)	(2,463,969)	(42,527,807)	(110)
Net increase (decrease) in cash and cash equivalents	(30,472,111)	(1,952,682)	(32,424,793)	48,195
Cash and cash equivalents, beginning	51,909,108	2,439,551	54,348,659	1,213,273
Cash and cash equivalents, ending	$ 21,436,997	$ 486,869	$ 21,923,866	$ 1,261,468
Reconciliation of operating income (loss) to net cash provided by (used in) operating activities:				
Operating income/(loss)	$ 22,317,182	$ 589,906	$ 22,907,088	$ 123,905
Adjustments to reconcile operating income (loss) to net cash provided by operating activities:				
Depreciation/amortization	12,499,785	294,415	12,794,200	-
Change in assets and liabilities:				
(Increase) decrease in assets:				
Accounts receivable	(388,633)	(545)	(389,178)	-
Due from other governments	(315,092)	-	(315,092)	-
Inventory	(406,780)	-	(406,780)	-
Prepaid items	(84,609)	233	(84,376)	(2,032)
Pension Asset	-	-	-	
Deferred outflows of resources - pensions	580,655	17,818	598,473	-
Deferred outflows of resources - OPEB	434,527	14,229	448,756	-
Increase (decrease) in liabilities:				
Accounts and claims payable	148,781	(178,316)	(29,535)	43,539
Contracts payable and retainage payable	224,640	-	224,640	-
Accrued payroll and related liabilities	(23,805)	(13,390)	(37,195)	-
Accrued claims payable	-	-	-	(114,000)
Due to other governments	6,825	-	6,825	(3,107)
OPEB Liability	(4,538,486)	(140,878)	(4,679,364)	-
Net pension liability	1,547,770	51,170	1,598,940	-
Deferred inflows of resources - pensions	(51,359)	(1,682)	(53,041)	-
Deferred inflows of resources - OPEB	3,591,180	117,592	3,708,772	-
Deposits	1,165,530	-	1,165,530	-
Total adjustments	14,390,929	160,646	14,551,575	(75,600)
Net cash provided by (used in) operating activities	$ 36,708,111	$ 750,552	$ 37,458,663	$ 48,305
Noncash capital and related financing activities:				
Acquisition of capital assets through contributions from property owners, developers and other governments	$ 6,581,470	$ -	$ 6,581,470	$ -

The accompanying notes are an integral part of the financial statements.

City of Cocoa, Florida
Statement of Net Position - Fiduciary Funds
September 30, 2023

	Employee Pension Trust Funds
Assets:	
Cash and cash equivalents	$ 1,381,356
U.S. Bonds and T-bills	3,445,001
Investments at fair value:	
Corporate bonds	3,850,383
Stocks	12,889,404
Mutual funds	39,698,620
Pooled comingled equity funds	2,215,530
US real estate investment fund	9,809,059
Accounts receivable	272,024
Interest receivable	125,002
Total assets	73,686,379
Liabilities:	
Accounts payable	$ 108,972
Total liabilities	108,972
Net Position:	
Restricted for pension benefits	$ 73,577,407

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, 2023

	Employee Pension Trust Funds
Additions	
Contributions:	
Employer contributions	$ 1,980,028
Employee contributions	405,958
State contributions	442,426
Total contributions	2,828,412
Investment earnings:	
Net increase/(decrease) in the fair value of investments	4,129,735
Interest and dividends	2,257,745
Total investment earnings	6,387,480
Less investment expense	316,715
Net investment earnings	6,070,765
Total additions	8,899,177
Deductions	
Benefits payments	5,580,931
Administrative expenses	236,977
Total deductions	5,817,908
Change in net position	3,081,269
Net position, beginning of year	70,496,138
Net position, end of year	$ 73,577,407

The accompanying notes are an integral part of the financial statements.

CITY OF COCOA, FLORIDA
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.

1. Component Units

Effective fiscal year FY 2020, the State of Florida amended FS 163.387(8) requiring any redevelopment agency with revenues or a total of expenditures and expenses in excess of $100,000, as reported on the trust fund financial statements, to provide for a financial audit each fiscal year by an independent certified public accountant or firm and issue separate financial statements for each CRA. The component units' financial information is audited and included in the City's annual financial report and the separately issued annual reports for each CRA can be obtained from the City Clerk's office, on the City's website at www.cocoafl.gov or the CRA website at www.choosecocoa.org.

a) Blended Component Units

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 five members of the City Council and two additional members who reside in, or are engaged in business in, the area of the Agency's operation. The Cocoa CRA is reported as a blended component unit because the governing body is substantively the same and the City manages the activities of the CRA in essentially the same manner as it manages its own activities.

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.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)*

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 reports 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

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.

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. The separately issued financial statements for each CRA meeting the statutory threshold can be found on the City's website or a www.cocoafl.gov or at the CRAs' web pages at www.choosecocoa.org.

c) Related Organizations

The Mayor of Cocoa is responsible for appointing the members of the Board of the Cocoa Housing Authority (CHA), but the City's accountability for this organization does not extend beyond making these appointments. The CHA's operating and capital expenditures, including debt service, is financed entirely by federal grants and rentals. Since the City does not have any involvement for the determination of CHA's budget or rental rates, the CHA is not considered a component unit of the City. However, according to the Florida Retirement System (FRS), because the CHA is a dependent special district, the City is responsible for remitting pension contributions for the CHA employee and employer contributions. These contributions and related expense are reflected in Note 10.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)*

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.

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, similar to 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.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)*

a) Restricted Net Position

The balance of the restricted net position at September 30, 2023 in the enterprise funds are as follows:

Debt Service	$	1,891,950
Capital Improvements		10,886,896
Working Capital		22,875,850
Renewal and Replacement		2,750,000
Total Restricted Net Position	$	38,404,696

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 *American Rescue Plan Fund* accounts for revenue received and related expenditures from receipt of the State and Local Fiscal Recovery Funds.

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

An *Internal Service Fund* accounts for the activity of the City's workers' compensation 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.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)*

c) Additionally, the City reports the following funds: *(Continued)*

The City's non-major governmental funds consist of special revenue funds (Community Development Block Grant, Cocoa Housing Assistance Trust, Brevard County Home Program, Loan Guarantee, Opioid Settlement, Arbor Mitigation, Police Confiscated Funds, Police Special Education and Federal Forfeiture), a Capital Improvements fund and a Debt Service fund. The City's non-major 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 for sales and services. The water and sewer system fund also recognizes as operating revenues the portion of tap fees intended to recover the cost of connecting new customers to the system. Operating expenses for enterprise funds and the internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, then unrestricted resources as they are needed.

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

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)*

3. Fund Balance *(Continued)*

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.

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.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)*

3. Fund Balance *(Continued)*

At September 30, 2023, the City's fund balances were classified as follows:

	General	Cocoa Redevelopment Agency	American Rescue Plan	Nonmajor Funds	Total Governmental Funds
Fund balances:					
Non-spendable:					
Inventory	$ 78,755	$ -	$ -	$ -	$ 78,755
Prepaid Items	417,093	8,741	-	-	425,834
Leases	32,108	-	-	-	32,108
Restricted:					
Public safety	-	-	-	1,240,405	1,240,405
Section 108 Loan Debt Service Reserve	67,000	-	-	-	67,000
Commmunity Improvement projects	-	2,932,431	-	32,276	2,964,707
Debt Service Payments	-	-	-	619,187	619,187
Capital Projects			13,482		13,482
Housing Assistance	21,531	-	-	369,764	391,295
Committed:					
Stabilization Fund	11,344,641	-	-	-	11,344,641
Capital Replacement	500,000	-	-	-	500,000
Capital Projects	-	-	-	1,613,963	1,613,963
Tree Replacement				159,075	159,075
Assigned:					
City-wide Software Upgrade	3,000,000	-	-	-	3,000,000
Cocoa Park Improvements	2,856,038	-	-	-	2,856,038
Cocoa Village Parking	241,379	-	-	-	241,379
Capital Improvements	8,083,737	-	-		8,083,737
Economic Incentives	480,000	-	-	-	480,000
Employee Recruitment Programs	558,224				558,224
Grants	1,350,000				1,350,000
Housing	1,150,000	-	-	-	1,150,000
Road & Sidewalk Improvements	973,814	-	-	-	973,814
Sustainability/Resiliency Initiatives	37,500	-	-	-	37,500
Unassigned	13,770,666	-	-	-	13,770,666
Total fund balances	$ 44,962,486	$ 2,941,172	$ 13,482	$ 4,034,670	$ 51,951,810

4. Budgets & Budgetary Accounting

The following procedures are used to establish the budgetary data reflected in the financial statement:

a) 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.
b) Public hearings are held to obtain taxpayer comments.
c) Prior to October 1, the budget is legally enacted through the passage of a resolution.
d) 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.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)*

4. Budgets & Budgetary Accounting *(Continued)*

e) 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.
f) 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.
g) Appropriations lapse at the end of the fiscal year. Re-appropriation 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, 2023, were invested using the pooled investment concept. Interest earned was allocated to the various funds based on their average cash and investment balances.

Cash and cash equivalents for the purpose of the proprietary fund statement of cash flows include: cash, short-term investments with original maturities of three months or less from the date of acquisition, and money market funds.

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.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)*

a) The City is authorized to invest surplus funds as follows:

(i) The State Pool, administered by the Florida State Board of Administration;

(ii) U.S. Government securities and agencies of the U.S. Government;

(iii) 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;

(iv) Interest-bearing time deposits or savings accounts;

(v) Repurchase agreements, commercial paper and bankers' acceptances;

(vi) Corporate notes issued by corporations operating in the United States or by depository institutions licensed by the United States;

(vii) State or local government taxable or tax-exempt debt, general obligation debt, or revenue bonds;

(viii) Money market mutual funds, which are open-end, no load funds, where the share value of funds is equal to $1.00;

(ix) 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:

(i) Corporate fixed income securities rated "BAA" or higher by Moody's or "BBB" by Standard & Poor's;

(ii) Corporate fixed income securities rated "BAA" or higher by Moody's or "BBB" by Standard & Poor's;

(iii) 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");

(iv) The money market or short-term investment fund ("STIF") provided by the fund's custodian;

(v) Direct obligations of the U.S. Government with a maturity of one year or less;

(vi) 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

(vii) Bankers acceptances issued by the 50 largest banks in the United States (in terms of total assets).

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)*

c) The Police Officers' Pension Fund is authorized to invest surplus funds as follows:

(i) 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";

(ii) 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;

(iii) Bonds issued by the State of Israel;

(iv) 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;

(v) 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;

(vi) 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;

(vii) Investments in real estate are limited to real estate investment trusts ("REITs"); and

(viii) Repurchase agreements adhering to the requirements of the Master Repurchase Agreement.

d) The Firefighters' Pension Fund is authorized to invest surplus funds as follows:

(i) 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;

(ii) 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;

(iii) 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;

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES*(Continued)*

d) The Firefighters Pension Fund is authorized to invest surplus funds as follows: ***(Cont.)***

(iv) Fixed income investments in bonds issued by the State of Israel;

(v) 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

(vi) 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 primarily consist of maintenance supplies.

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. The cost of capital assets retired or sold, together with the related accumulated depreciation, is removed from the respective accounts and any gain or loss on disposition is credited or charged to warnings in the government-wide financial statements and proprietary fund statements.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)*

9. Capital Assets *(Continued)*

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	50 years
Infrastructure	15 to 75 years
Equipment	5 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.

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, 2023 was 6.9532 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.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)*

12. Financed Purchase Obligations

In the government-wide financial statements and proprietary fund financial statements, financed purchase obligations and the related cost of assets acquired are reflected in the Statement of Net Position. For financed purchase obligations originating in governmental funds, an expenditure of the asset and an offsetting other financing source are reflected in the fund financial statements in the year of obligation.

13. Leases

The City is a lessee for leases of office equipment, machinery and equipment, and office space. The City recognizes a lease liability and an intangible right-to-use lease asset (lease asset) in the government-wide and proprietary fund financial statements.

At the commencement of a lease, the City initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portions of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line bases over the term of the lease.

Key estimated and judgements related to leases include how the City determines 1) the discount rate it uses to discount the expected lease payments to present value, 2) the lease term, and 3) lease payments.

The City uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for leases.

The lease term includes the noncancelable period of the lease. Lease payments included in the measurement of the lease liability are comprised of fixed payments and any purchase option price that the City is reasonably certain to exercise. In determining the lease term, management considers all facts and circumstances that create an economic incentive to exercise an extension option, or to not exercise a termination option. Extension options are only included in the lease term if the lease is reasonably certain to be extended. The City monitors changes in circumstances that would require a re-measurement of its leases and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Leased assets are reported with other capital assets and lease liabilities and are reported with long-term debt on the statement of net position.

Payments due under the lease contracts include fixed payments. The office space lease includes costs for common area maintenance.

Assets and liabilities arising from a lease are initially measured on a present value basis. Lease liabilities include the net present value of the following lease payments:

- Fixed payments less any lease incentives receivable.
- The exercise of a purchase option, if it is reasonably certain that the option will be executed.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)*

13. Leases *(Continued)*

- Payments of penalties for terminating the lease, if the lease term reflects the City exercising that option.

Lease payments made under certain extension options are also included in the measurement of the liability. Extension and termination options are included in the lease agreements. The lease payments are discounted using the interest rate implicit in the lease. If that rate cannot be readily determined, which is generally the case for leases in the group, the lessee's incremental borrowing rate is used. The incremental borrowing rate is the rate that the individual lessee would have to pay to borrow the funds necessary to obtain an asset of similar value to the right-of-use asset in a similar economic environment with similar terms, security and conditions.

The City is a lessor for noncancelable leases of office space, billboard space, and cell tower space. The city recognizes a lease receivable and a deferred inflow of resources in the government-wide, proprietary fund and governmental fund financial statements.

At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the term of the lease.

Key estimates and judgements include how the City determines the 1) discount rate it uses to discount the expected lease receipts to present value, 2) lease term, and 3) lease receipts. The City uses its estimated incremental borrowing rate as the discount rate for leases.

The lease term includes the noncancelable period of the lease. Lease receipts included in the measurement of the lease receivable is comprised of fixed payments from the lessee.

The City monitors changes in circumstances that would require a re-measurement of its leases and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

14. Subscription Based Information Technology Arrangements (SBITAs)

Subscription-Based Information Technology Arrangements (SBITAs) (Subscriber):
The City is a subscriber for non-cancelable technology agreements to use the software of various vendors. The City recognizes a SBITA liability and an intangible right-to use SBITA asset (SBITA asset) in the government-wide financial statements. At the commencement of an arrangement, the City initially measures the SBITA liability at the present value of payments expected to be made during the SBITA term. Subsequently, the SBITA liability is reduced by the principal portion of the subscription payments made. The SBITA asset is initially measured as

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)*

14. Subscription Based Information Technology Arrangements (SBITAs) *(Continued)*

the initial amount of the SBITA liability, adjusted for SBITA payments made at or before the SBITA commencement date, plus certain initial direct costs. Subsequently, the SBITA asset is amortized on a shorter of the lease term or the useful life of underlying asset, unless there is a purchase option that is reasonably certain of being exercised.

Key estimates and judgments related to leases include how the City determines (1) the discount rate it uses to discount the expected subscription payments to present value, (2) SBITA term, and (3) SBITA payments. The City uses the interest rate charged by the SBITA vendor as the discount rate. When the interest rate charged by the SBITA vendor is not provided, the City uses its estimated incremental borrowing rate as the discount rate for SBITAs. The SBITA term includes the non-cancelable period of the SBITA. SBITA payments included in the measurement of the SBITA liability are composed of fixed payments and any purchase option prices that the City is reasonably certain to exercise.

The City monitors changes in circumstances that would require a remeasurement of its SBITAs and will remeasure the SBITA asset and liability if certain changes occur that are expected to significantly affect the amount of the SBITA liability.

SBITA assets are reported with other capital assets and SBITA liabilities are reported with long-term debt on the statement of net position.

15. 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.

16. 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.

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 $18,063,359 for the year ended September 30, 2023.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)*

16. Deferred Outflows of Resources/Deferred Inflows of Resources *(Continued)*

In addition to assets and liabilities, the City reports the financial statement elements of deferred outflows of resources and deferred inflows of resources. Deferred outflows of resources represent a consumption of net assets that applies to future periods and will not be recognized as an outflow of resources (expenditure or expense) until that applicable time. Deferred inflows of resources represent and acquisition of net assets that applies to future periods and will not be recognized as an inflow of resources (revenue) until that applicable time.

The City reports three items that qualify as deferred outflows of resources on its government-wide and proprietary statements of net position - deferred outflows related to pensions, related to refundings, and related to OPEB. The deferred outflows for pension are an aggregate of items related to pensions as calculated in accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Post-employment Benefits Other Than Pensions.* The deferred outflows for pensions will be recognized as pension expense or a reduction of the net pension liability in future reporting years. The deferred outflows for OPEB represent contributions toward OPEB cost by the City that will offset the total OPEB liability in future reporting years. The deferred outflows related to bond refunding are for the business-type funds only.

The City reports three items that qualify as deferred inflows of resources on its government-wide and proprietary statements of net position - deferred inflows related to pensions, OPEB and leases. The deferred inflows related to pensions are an aggregate of items related to pensions and are calculated in accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Pensions.* The deferred outflows for OPEB are an aggregate of items related to OPEB, as calculated in accordance with GASB Statements No. 75*, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions.* The deferred outflows for pensions/OPEB will be recognized as a reduction to pension/OPEB expense in future reporting years. In addition, the government-wide statement of net position includes deferred inflows for leases. These amounts will be recognized as revenue over the life of the corresponding lease.

The City reports two items that qualify as deferred inflow of resources on the governmental balance sheet. The deferred inflow of resources for Whitley Bay pertains to an amount owed from a settlement agreement for construction of a boardwalk and promenade. (See Note 12 for further information.) The other deferred inflow item is related to leases in the General Fund. This amount will be recognized as revenue over the life of the corresponding lease.

17. 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.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)*

17. Defined Benefit Pension Plans *(Continued)*

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.

18. 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.

19. 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.

20. Fund Deficit

There are no funds that report a fund deficit as of September 30, 2023.

21. New Accounting Pronouncements

In FY 2023, the City implemented GASB Statement No. 96, Subscription-Based Information Technology Arrangements (SBITAs). The objective of this statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for SBITAs by governments. The statement increases the usefulness of governments' financial statements by requiring recognition of certain SBITA assets and liabilities for SBITAs that previously were classified as operating agreements and recognized as outflows of resources based on the payment provisions of the contract. It establishes a single model for SBITA accounting based on the foundational principle that SBITAs are financings of the right to use an underlying asset. As a result of implementing GASB Statement No. 96; there were no adjustments made to the applicable opening balances.

22. Net Position Restricted by Enabling Legislation

The City reports net position restricted by enabling legislation for public safety ($1,206,630) and housing assistance ($279,329) as of September 30, 2023.

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, 2023, 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, 2023, the City's carrying amount of cash deposits was $34,458,057 and the bank balance was $30,752,599. In addition, the City holds $3,550 of petty cash. The component units' carrying amount of deposits with banks was $1,085,643 and the bank balance was $1,085,643. As of September 30, 2023, $250,000 of the City's bank balances is covered by the FDIC. Monies invested in amounts greater than the insurance coverage are secured by the qualified public depositories pledging securities with the State Treasurer in such amounts required by the Florida Security for Public Depositories Act. In the event of a default or insolvency of a qualified public depositor, the State Treasurer will implement procedures for payment of losses according to the validated claims of the City pursuant to Section 280.08, Florida Statutes.

Credit Risk
The City's investment policy and the investment policies for the City's General Employees', Police Officers' and Firefighters' Pension Funds limit investments to securities with specific ranking criteria.

Interest Rate Risk
The City's investment policy limits interest rate risk by requiring that investment maturities shall not be greater than seven years. In addition, the overall required weighted average duration is required to be less than three years. The City's General Employees', Police Officers' and Firefighters' Pension Funds do not address interest rate risk.

Concentration of Credit Risk
The City's Police Officers' and Firefighters' Pension Funds do not allow for an investment in any one issuer that is in excess of five percent of the respective funds' total investments, except for securities issued by the U.S. Government or its agencies, which may be held without limitation. The City's investment policy and the investment policy of the City's General Employees' Pension Fund do not address concentration of credit risk.

NOTE 2 - DEPOSITS & INVESTMENTS *(Continued)*

A. Governmental & Business-Type Activities Deposits and Investments *(Continued)*

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, 2023 of $9,811,311 is subject to custodial credit risk. The fiduciary funds' remaining investments are covered by SIPC insurance.

At September 30, 2023, 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)	$ 20,598,661	$ 20,598,661	$ -	$ -	$ -	AAAm	S&P	
FL Class	59,819,075	59,819,075	-	-	-	AAAm	S&P	
Money Market Fund								
Money Market Fund	43,147	43,147	-			AAA	S&P	L1
Money Market Fund	320,684	320,684	-	-	-	AAAm	S&P	L1
Corporate Bonds								
Corporate Bonds (Aaa - A1)	-	-	-	-	-			
Municipal Bonds								
Municipal Bonds (AA)	547,893	-	547,893	-	-	AA	S&P	L2
Municipal Bonds (AAA)	993,828	-	993,828	-	-	AAA	S&P	L2
US Treasuries								
US Treasuries	43,779,430	2,562,346	41,069,315	-	-	AA+	S&P	L2
T-Bill		147,768				A-1+	S&P	L2
US Agencies								
US Agencies (Aaa)	4,978,656	2,127,958	2,795,804	54,894	-	AA+	S&P	L2
Total primary government cash equivalents and investments	$ 131,081,374	$ 85,619,639	$ 45,406,840	$ 54,894	$ -			
Less: Total Cash Equivalents, at cost	$ 6,040,453							
Total Investments	$ 125,040,921							

NOTE 2 - DEPOSITS & INVESTMENTS *(Continued)*

B. Fiduciary Investments

At September 30, 2023, the fiduciary funds had the following investments:

Investment Type	Fair Value	Less than 1	1 - 5	6 - 10	More than 10	Rating	Agency	Level
US Bonds and T-bills	3,445,001	-	603,859	1,095,552	1,745,590	AAA, Not Rated	S&P	L2
Corporate Bonds	3,850,383	150,654	1,860,335	1,770,951	68,443	AA+ - A-, BBB+ - BB,CCC+ - CC, Not Rated	S&P	L2
Stocks	12,889,404	12,774,393	42,254	-	72,757	Not Rated		L1
Mutual Funds	39,698,620	39,698,620	-	-	-	Not Rated		L1
Pooled Comingled Equity Funds	2,215,530	2,215,530	-	-	-	Not Rated		L1
Real Estate Investments	9,809,059	9,809,059	-	-	-	Not Rated		L3
Total Investments	$ 71,907,997	$ 64,648,256	$ 2,506,448	$ 2,866,503	$ 1,886,790			
Total Cash Equivalents, at cost	1,381,356							
Contributions Receivable	246,716							
Tranfer in Transit	25,308							
Interest Receivable	125,002							
Total Fiduciary Fund Cash Equivalents and Investments	$ 73,686,379							

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, 2023.

Equities: Valued at quoted market prices.

Mutual Funds: Valued at quoted market prices for Level 2 investments and net asset value if the quoted market price is unavailable.

U.S. Real Estate Investment: Valued at net asset value, which approximates fair value.

American Core Realty: Valued using pricing models maximizing the use of observable inputs for similar securities.

SEI Trust Company: Valued at last quoted sale price on the primary exchange or market on which they are traded or at the most recent quoted bid price.

Fixed Income Funds: Valued using pricing models maximizing the use of observable inputs for similar securities. This includes basing value on yield currently available on comparable securities of issuers with similar credit ratings.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the City believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

NOTE 2 - DEPOSITS & INVESTMENTS *(Continued)*

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, 2023, and the significant unobservable inputs and the ranges of those values for those inputs.

Instrument	Fair Value 09/30/2023	Principal Valuation Technique	Significant Unobservable Inputs	Range of Significant Input Values	Weighted Average
American Realty Advisors	$ 2,106,388	Discounted Cash Flow	Direct Cap Rate	4.00% to 4.25%	4.17%
			Exit Cap Rate	4.25% to 8.00%	5.03%
			Discount Rate	6.00% to 9.50%	6.38%
Barings	1,542,744	Discounted Cash Flow	Discount Rate	5.74% to 9.08%	6.95%
			Terminal Cap Rate	4.50% to 7.50%	.0541
			DCF Term (years)	10 to 11 years	10.02 years
TA Realty	2,043,647	Discounted Cash Flow (DCF) Analysis	Discount Rate	5.25% to 9.75%	N/A
			Exit Cap Rate	5.00% to 7.50%	N/A
			DCF Term (years)	10 years	N/A
U.S. Realty	4,116,280	Discounted Cash Flow Direct Capitalization	Exit Cap Rate	4.25% to 7.97%	6.00%
			Discount Rate	5.25% to 9.98%	7.30%
			Market rent Growth Rate	0.00% to 4.00%	.0305
			DCF Term	10 to 17 years	10.64 years
	$ 9,809,059				

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, 2023:

	Fair Value	Unfunded Commitments	Redemption Frequency (If currently eligible)	Redemption Notice Period
American Realty Advisors	$ 2,106,388	N/A	Quarterly	10 Days
Westwood Trust Large Cap Value Equity	2,816,999	N/A	Daily	3 Days
TA Realty	2,043,647	N/A	Quarterly	45 Days
Barings	1,542,744	N/A	Quarterly	60 Days
U.S. Real Estate	$ 4,116,280	N/A	Quarterly	None

NOTE 3 - RECEIVABLES

Accounts Receivable

Receivables as of September 30, 2023, 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	Nonmajor Governmental Funds	Water and Sewer Fund	Nonmajor Enterprise Fund	Total
Accounts receivable	$ 1,504,897	$ 1,047	$ 8,682,080	$ 7,603	$ 10,195,627
Accounts receivable earned, but not billed	114,734	-	6,503,603	-	6,618,337
Tax Receivable	42,415	-	-	-	42,415
Gross receivables	1,662,046	1,047	15,185,683	7,603	16,856,379
Less: allowance for uncollectible accounts	(83,165)	-	(166,429)	(3,611)	(253,205)
Total net receivables	$ 1,578,881	$ 1,047	$ 15,019,254	$ 3,992	$ 16,603,174

The City provides an allowance for accounts receivable that may become uncollectible. At September 30, 2023, this allowance was $83,165 in the general fund, $166,429 in the water and sewer system fund, and $3,611 in the stormwater fund. No other allowances for doubtful accounts are maintained since all other accounts receivable are considered collectible at September 30, 2023.

Lease Receivables

On October 13, 2021, the City entered into a 98 month lease as Lessor for the use of AT&T Cell Tower 382218. An initial lease receivable was recorded in the amount of $235,134. As of September 30, 2023, the value of the lease receivable is $181,442. The lessee is required to make monthly fixed payments of $2,292. The lease has an interest rate of 0.3277%. The value of the deferred inflow of resources as of September 30, 2023 was $178,510, and the City recognized lease revenue of $28,792 during the fiscal year. The lessee has one extension option, each for 60 months.

On October 1, 2021, the City entered into a 312 month lease as Lessor for the use of Sprint Cell Tower A2C5163. An initial lease receivable was recorded in the amount of $820,067. As of September 30, 2023, the value of the lease receivable is $766,526. The lessee is required to make annual fixed payments of $29,281. The lease has an interest rate of 0.8037%. The value of the deferred inflow of resources as of September 30, 2023 was $757,073, and the City recognized lease revenue of $31,497 during the fiscal year. The lessee has 5 extension options, each for 60 months.

NOTE 3 - RECEIVABLES (*Continued)*

On October 1, 2021, the City entered into a 49 month lease as Lessor for the use of USPS Post Office. An initial lease receivable was recorded in the amount of $172,966. As of September 30, 2023, the value of the lease receivable is $88,421. The lessee is required to make monthly fixed payments of $3,545. The lease has an interest rate of 0.2133%. The value of the deferred inflow of resources as of September 30, 2023 was $88,248, and the City recognized lease revenue of $42,359 during the fiscal year.

On October 1, 2021, the City entered into a 159 month lease as Lessor for the use of Lamar Billboard Lease 004-09121-01. An initial lease receivable was recorded in the amount of $38,757. As of September 30, 2023, the value of the lease receivable is $33,589. The lessee is required to make monthly fixed payments of $250. The lease has an interest rate of 1.2003%. The value of the deferred inflow of resources as of September 30, 2023 was $32,907, and the City recognized lease revenue of $2,925 during the fiscal year. The lessee has 3 extension option(s), each for 36 months. The City has 1 extension option, each for 12 months. The City had a termination period of 3 months as of the lease commencement.

On October 1, 2021, the City entered into a 69 month lease as Lessor for the use of T-Mobile Cell Tower A2C0020A. An initial lease receivable was recorded in the amount of $198,375. As of September 30, 2023, the value of the lease receivable is $130,766. The lessee is required to make quarterly fixed payments of $8,150. The lease has an interest rate of 0.2133%. The value of the deferred inflow of resources as of September 30, 2023 was $129,375, and the City recognized lease revenue of $34,500 during the fiscal year. The lessee has 1 extension option, each for 60 months.

On October 1, 2021, the City entered into a 420 month lease as Lessor for the use of AT&T Cell Tower 14386094. An initial lease receivable was recorded in the amount of $889,129. As of September 30, 2023, the value of the lease receivable is $845,298. The lessee is required to make annual fixed payments of $30,000. The lease has an interest rate of 1.8820%. The value of the deferred inflow of resources as of September 30, 2023 was $838,322, and the City recognized lease revenue of $25,404 during the fiscal year. The lessee has 6 extension options, each for 60 months.

On October 1, 2021, the City entered into an 80 month lease as Lessor for the use of T-Mobile Cell Tower A2C0555A. An initial lease receivable was recorded in the amount of $107,966. As of September 30, 2023, the value of the lease receivable is $77,908. The lessee is required to make monthly fixed payments of $1,250. The lease has an interest rate of 0.2477%. The value of the deferred inflow of resources as of September 30, 2023 was $75,697, and the City recognized lease revenue of $16,134 during the fiscal year.

On October 13, 2021, the City entered into a 109 month lease as Lessor for the use of American Tower Cell Tower VZL32930. An initial lease receivable was recorded in the amount of $273,620. As of September 30, 2023, the value of the lease receivable is $222,877. The lessee is required to make annual fixed payments of $25,397. The lease has an interest rate of 0.3277%. The value of the deferred inflow of resources as of September 30, 2023 was $214,414, and the City recognized lease revenue of $30,105 during the fiscal year. The lessee has 2 extension options, each for 60 months.

NOTE 3 - RECEIVABLES (*Continued)*

Governmental funds lease receivable and deferred inflows of resources activity for the year ended September 30, 2023 is as follows:

	Beginning Balance	Additions/ Transfers	Reductions/ Transfers	Ending Balance
Lease Receivable				
Infrastructure				
T-Mobile Cell Tower A2C0020A	$ 165,461	$ -	$ (34,695)	$ 130,766
Sprint Cell Tower A2C5163	790,786	-	(24,261)	766,525
AT&T Cell Tower 382218	208,300	-	(26,858)	181,442
T-Mobile Cell Tower A2C0555A	9,991	83,203	(15,286)	77,908
American Tower Cell Tower VZL32930	248,223	-	(25,345)	222,878
Lamar Billboard Lease 004-09121-01	36,169	-	(2,580)	33,589
AT&T Cell Tower 14386094	859,129	-	(13,831)	845,298
Total Infrastructure Lease Receivable	2,318,060	83,203	(142,856)	2,258,406
Buildings				
USPS Post Office	130,723	-	(42,302)	88,421
Total Building Lease Receivable	130,723	-	(42,302)	88,421
Total Lease Receivable	$ 2,448,783	$ 83,203	$ (185,158)	$ 2,346,827

Principal and Interest Expected to Maturity

Governmental Activities			
Year Ending September 30,	Principal	Interest	Total Payments
2024	$ 187,872	$ 24,315	$ 212,187
2025	191,872	23,438	215,309
2026	155,026	22,579	177,605
2027	145,110	21,765	166,875
2028	117,078	20,961	138,039
2029 - 2033	366,313	93,995	460,308
2034 - 2038	265,616	77,623	343,239
2039 - 2043	295,835	60,263	356,098
2044 - 2048	331,631	40,411	372,042
2049 - 2053	174,268	21,003	195,271
2054 - 2056	116,207	4,401	120,609
Total	$ 2,346,827	$ 410,754	$ 2,757,582

	Beginning Balance	Additions/ Transfers	Reductions/ Transfers	Ending Balance
Deferred Inflow of Resources				
Infrastructure				
T-Mobile Cell Tower A2C0020A	$ 163,875	$ -	$ (34,500)	$ 129,375
Sprint Cell Tower A2C5163	788,571	-	(31,497)	757,074
AT&T Cell Tower 382218	207,302	-	(28,792)	178,510
T-Mobile Cell Tower A2C0555A	10,202	81,630	(16,134)	75,698
American Tower Cell Tower VZL32930	244,518	-	(30,105)	214,413
Lamar Billboard Lease 004-09121-01	35,832	-	(2,925)	32,907
AT&T Cell Tower 14386094	863,725	-	(25,404)	838,321
Total Infrastructure Deferred Inflow of Resources	2,314,025	81,630	(169,357)	2,226,298
Buildings				
USPS Post Office	$ 130,607	$ -	$ (42,359)	$ 88,248
Total Building Deferred Inflow of Resources	130,607	-	(42,359)	88,248
Total Deferred Inflow of Resources	$ 2,444,632	$ 81,630	$ (211,716)	$ 2,314,546

NOTE 4 - CAPITAL ASSETS

A. Governmental Activities

General Governmental activities for the year ended September 30, 2023 was as follows:

General Governmental Activities:	Beginning Balance	Additions/ Transfers	Deletions/ Transfers	Ending Balance
Capital assets, not being depreciated/amortized:				
Land	$ 7,616,246	$ -	$ -	$ 7,616,246
Construction in progress	375,197	451,351	(158,075)	668,473
Total capital assets, not being depreciated/amortized	7,991,443	451,351	(158,075)	8,284,719
Capital assets, being depreciated/amortized:				
Buildings	29,359,804	63,500	-	29,423,304
Equipment	16,756,319	1,550,739	(933,966)	17,373,092
Intangibles	2,138,750	-	-	2,138,750
Intangible RTU Leased Equip	213,323	-	-	213,323
Intangible RTU SBITA	-	565,308	-	565,308
Infrastructure	75,350,873	342,281	(871,586)	74,821,568
Total capital assets being depreciated/amortized:	123,819,069	2,521,828	(1,805,552)	124,535,345
Less accumulated depreciation/amortization for:				
Buildings	(10,603,340)	(947,724)	-	(11,551,064)
Equipment	(11,588,534)	(1,132,507)	933,955	(11,787,086)
Intangibles	(2,138,750)	-	-	(2,138,750)
Intangible RTU Leased Equip	(51,437)	(51,438)	-	(102,875)
Intangible RTU SBITA	-	(93,938)	-	(93,938)
Infrastructure	(56,749,285)	(837,447)	87,159	(57,499,573)
Total accumulated depreciation/amortization	(81,131,346)	(3,063,054)	1,021,114	(83,173,286)
Total capital assets being depreciated/amortized, net	42,687,723	(541,226)	(784,438)	41,362,059
Governmental activities capital assets, net	$ 50,679,166	$ (89,875)	$ (942,513)	$ 49,646,778

*Current year additions for intangibles include GASB 96 implementation.
**RTU is Right to Use Intangible asset per GASB 87 & GASB 96.

NOTE 4 - CAPITAL ASSETS *(Continued)*

A. Governmental Activities *(Continued)*

Cocoa CRA activity for the year ended September 30, 2023 was as follows:

	Beginning Balance	Additions/ Transfers	Deletions/ Transfers	Ending Balance
Cocoa CRA Activities:				
Capital assets, not being depreciated/amortized:				
Land	$ 4,980	$ -	$ -	$ 4,980
Construction in progress	78,361	51,286	(47,463)	82,184
Total capital assets, not being depreciated/amortized	83,341	51,286	(47,463)	87,164
Capital assets, being depreciated/amortized:				
Buildings	521,897	-	-	521,897
Equipment	137,663	17,690	-	155,353
Intangible RTU Leased Bldg	652,108	-	(61,689)	590,419
Infrastructure	4,692,669	-	-	4,692,669
Total capital assets being depreciated/amortized:	6,004,337	17,690	(61,689)	5,960,338
Less accumulated depreciation/amortization for:				
Buildings	(270,614)	(16,825)	-	(287,439)
Equipment	(61,637)	(14,305)	-	(75,942)
Intangible RTU Leased Bldg	(71,792)	(58,209)	-	(130,001)
Infrastructure	(1,386,245)	(163,805)	-	(1,550,050)
Total accumulated depreciation/amortization	(1,790,288)	(253,144)	-	(2,043,432)
Total capital assets being depreciated/amortized, net	4,214,049	(235,454)	(61,689)	3,916,906
Governmental activities capital assets, net	$ 4,297,390	$ (184,168)	$ (109,152)	$ 4,004,070

*Current year additions for intangibles include GASB 96 implementation

**RTU is Right to Use Intangible asset per GASB 87 & GASB 96

NOTE 4 - CAPITAL ASSETS *(Continued)*

A. Governmental Activities *(Continued)*

Total capital asset activity for the Primary Government for the year ended September 30, 2023 was as follows:

Total Primary Governmental Activities:	Beginning Balance	Additions/ Transfers	Deletions/ Transfers	Ending Balance
Capital assets, not being depreciated/amortized:				
Land	$ 7,621,226	$ -	$ -	$ 7,621,226
Construction in progress	453,558	502,637	(205,538)	750,657
Total capital assets, not being depreciated/amortized	8,074,784	502,637	(205,538)	8,371,883
Capital assets, being depreciated/amortized:				
Buildings	29,881,701	63,500	-	29,945,201
Equipment	16,893,982	1,568,429	(933,966)	17,528,445
Intangibles	2,138,750	-	-	2,138,750
Intangible RTU Leased Equip	213,323	-	-	213,323
Intangible RTU Leased Bldg	652,108	-	(61,689)	590,419
Intangible RTU SBITA	-	565,308	-	565,308
Infrastructure	80,043,542	342,281	(871,586)	79,514,237
Total capital assets being depreciated/amortized:	129,823,406	2,539,518	(1,867,241)	130,495,683
Less accumulated depreciation/amortization for:				
Buildings	(10,873,954)	(964,549)	-	(11,838,503)
Equipment	(11,650,171)	(1,146,812)	933,955	(11,863,028)
Intangibles	(2,138,750)	-	-	(2,138,750)
Intangible RTU Leased Equip	(51,437)	(51,438)	-	(102,875)
Intangible RTU Leased Bldg	(71,792)	(58,209)	-	(130,001)
Intangible RTU SBITA	-	(93,938)	-	(93,938)
Infrastructure	(58,135,530)	(1,001,252)	87,159	(59,049,623)
Total accumulated depreciation/amortization	(82,921,634)	(3,316,198)	1,021,114	(85,216,718)
Total capital assets being depreciated/amortized, net	46,901,772	(776,680)	(846,127)	45,278,965
Governmental activities capital assets, net	$ 54,976,556	$ (274,043)	$ (1,051,665)	$ 53,650,848

*Current year additions for intangibles include GASB 96 implementation
**RTU is Right to Use Intangible asset per GASB 87 & GASB 96

Depreciation/amortization expense was charged to functions/programs of the City's governmental funds as follows:

Governmental activities:	
General government	$ 2,009,497
Public safety	595,718
Recreation	136,401
Economic development	304,894
Physical environment	18,141
Transportation	251,547
Total depreciation/amortization expense - governmental activities	$ 3,316,198

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	35,769,006	9,575,696	(11,659,734)	33,684,968
Total capital assets, not being depreciated/amortized:	38,688,203	9,575,696	(11,659,734)	36,604,165
Capital assets, being depreciated/amortized:				
Buildings	17,268,903	-	-	17,268,903
Improvements other than buildings	400,681,080	16,803,078	-	417,484,158
Equipment	26,655,350	1,036,706	(434,933)	27,257,123
Intangibles	3,530,027	-	-	3,530,027
Intangibles RTU Leased Equip	3,764,976	-	-	3,764,976
Intangibles RTU SBITA	-	247,310	-	247,310
Total capital assets, being depreciated/amortized:	451,900,336	18,087,094	(434,933)	469,552,497
Less accumulated depreciation/amortization for:				
Buildings	(6,071,126)	(481,471)	-	(6,552,597)
Improvements other than buildings	(223,160,803)	(10,458,458)	-	(233,619,261)
Equipment	(20,545,247)	(1,279,557)	434,933	(21,389,871)
Intangibles	(3,190,259)	(140,943)	-	(3,331,202)
Intangibles RTU Leased Equip	(62,750)	(376,497)	-	(439,247)
Intangibles RTU SBITA	-	(57,273)	-	(57,273)
Total accumulated depreciation/amortization	(253,030,185)	(12,794,199)	434,933	(265,389,451)
Total capital assets, being depreciated/amortized, net	198,870,151	5,292,895	-	204,163,046
Business-type activities capital assets, net	$ 237,558,354	$ 14,868,591	$ (11,659,734)	$ 240,767,211

*Current year additions for intangibles include GASB 96 implementation.
**RTU is Right to Use Intangible asset per GASB 87 & GASB 96.

Depreciation/amortization expense was charged to functions/programs of the City's business-type activities as follows:

Business-type activities:	
Water and sewer system	$ 12,499,785
Stormwater utility	294,415
Total depreciation/amortization expense - business-type activities	$ 12,794,200

NOTE 4 - CAPITAL ASSETS *(Continued)*

C. Discretely Presented Component Units

Activity for the Diamond Square Redevelopment Agency for the year ended September 30, 2023 was as follows:

	Beginning Balance	Additions/ Transfers	Deletions/ Transfers	Ending Balance
Capital assets, not being depreciated/amortized:				
Land	$ 181,192	$ -	$ -	$ 181,192
Construction in progress	-	-	-	-
Total capital assets, not being depreciated/amortized	181,192	-	-	181,192
Capital assets, being depreciated/amortized:				
Improvements other than buildings	477,850	-	-	477,850
Less accumulated depreciation/amortization for:				
Improvements other than buildings	(133,829)	(15,879)	-	(149,708)
Total capital assets, being depreciated/amortized, net	344,021	(15,879)	-	328,142
Diamond Square Agency capital assets, net	$ 525,213	$ (15,879)	$ -	$ 509,334

D. Construction Commitments

The City has active construction commitments as of September 30, 2023. 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	$ -	$ 420,316
BNR efficiency improvements	1,710,464	352,873
Dyal well #17	16,806	268,346
Sykes creek bridge	2,831,291	1,998,619
Viera pump station	65,203	862,377
Dyal Co2 bulk replacement	-	147,898
Dyal groundwater filter #3	112,971	549,796
Reactor clarifier 1&2 replacement	-	161,164
Broadmoor / Fiske improvements	-	262,847
Fiber ring project	-	109,012
Total	$ 4,736,735	$ 5,133,248

The above remaining commitment balances include accounts and retainage payable recorded in the City's financial statements as of September 30, 2023.

NOTE 4 - CAPITAL ASSETS *(Continued)*

E. Net Investment in Capital Assets

The net investment in capital assets component of net position consisted of the following components as of September 30, 2023:

	Governmental Activities	Business-type Activities	Diamond Square Redevelopment Agency
Capital assets, Net of depreciation/amortization	$ 53,650,848	$ 240,767,211	$ 509,334
Calculation of outstanding capital debt			
Less: Revenue bonds payable	13,475,000	79,028,000	-
Unamortized premiums/discounts	324,517	5,587,496	-
Leases payable	585,651	3,372,061	-
SBITA payable	374,810	136,445	-
Notes payable	484,000	-	-
Retainage payable	-	392,319	-
Capital assets in accts payable	120,176	1,181,451	-
Total outstanding capital debt	15,364,154	89,697,772	-
Add:			
Unspent debt proceeds	-	-	-
Deferred outflow related to refundings	-	3,316,484	-
Total adjustments	-	3,316,484	-
Net investment in capital assets	$ 38,286,694	$ 154,385,923	$ 509,334

NOTE 5 - INTERFUND ACTIVITY

Interfund Transfers

Interfund transfers at September 30, 2023 are as follows:

	Transfers In	Transfers Out	Purpose
Major Funds:			
General fund	$ 9,905,387	$ 1,577,202	Transfer for Return on Investment (ROI) & Payment in Lieu of Franchise Fee (PILOFF), Debt Service.
Water sewer fund	-	8,838,540	Transfers for ROI & PILOFF
Stormwater fund	-	3,610	Transfers for fleet software & wash system
Renewal & replace fund	-	-	
Community redevelopment agency	41,059	222,800	Transfers for park maintenance
Nonmajor Governmental Funds:			
Special revenue funds	101,169	101,169	Transfer for Sec 108 Loan pmts from CDBG to Sec 108 Fund
Debt service fund	1,536,143	-	Transfer to fund current year debt service payments
Capital projects funds	-	840,437	Transfer for excess Cap Proj funding
Total interfund transfers	$ 11,583,758	$ 11,583,758	

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, 2023, the balance recorded as contracts payable due to these entities was $10,421,131, which includes amounts billed but not yet collected of $6,180,718, and revenue earned but not yet billed of $3,254,635. Amounts collected and not yet remitted to these entities at year-end totaled $3,905,785 in the Water and Sewer System fund. The City has collected for, and not yet remitted to, the County permit fees totaling $21,052, in addition to $16,418 due to other governments for various fees and services.

NOTE 7 - LONG-TERM LIABILITIES

A. Changes in Long-term Liabilities

Long-term liability activity for the year ended September 30, 2023 is as follows:

	Beginning Balance	Additions/ Transfers	Deletions/ Transfers	Ending Balance	Due Within One Year
Governmental Activities					
Bond payable:					
Revenue bonds payable	$ 14,010,000	$ -	$ (535,000)	$ 13,475,000	$ 555,000
Less unamortized amounts:					
For issuance discounts	(35,040)	-	1,402	(33,638)	-
For issuance premium	383,737	-	(25,582)	358,155	-
Total bonds payable	14,358,697	-	(559,180)	13,799,517	555,000
Notes from direct placements	445,000	-	(445,000)	-	-
Notes from direct borrowing	529,000	-	(45,000)	484,000	45,000
Leases payable	756,755	-	(171,104)	585,651	111,332
SBITAS	-	550,288	(175,478)	374,810	151,401
Accrued claims payable	2,076,000	82,000	(196,000)	1,962,000	1,074,000
Total OPEB liability	20,296,305	-	(6,594,002)	13,702,303	-
Net pension liability	28,708,386	4,919,598	(2,491,421)	31,136,563	-
Compensated absences	1,460,484	1,533,515	(1,460,484)	1,533,515	674,449
Governmental activities long-term liabilities	$ 68,630,627	$ 7,085,401	$ (12,137,669)	$ 63,578,359	$ 2,611,182

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	$ 57,455,000	$ -	$ (2,530,000)	$ 54,925,000	$ 765,000
Less unamortized amounts:					
For issuance discounts	-	-	-	-	-
For issuance premium	5,897,175	-	(309,680)	5,587,496	-
Total bonds payable	63,352,175	-	(2,839,680)	60,512,496	765,000
Direct placement:					
Revenue bonds payable - private placement	27,461,000	-	(3,358,000)	24,103,000	5,177,000
Total all bonds payable	90,813,175	-	(6,197,680)	84,615,496	5,942,000
Leases payable	3,701,791	-	(329,730)	3,372,061	339,510
SBITAS	-	247,311	(110,866)	136,445	63,284
OPEB liability	13,260,275	7,488	(4,686,852)	8,580,911	-
Net pension liability	10,869,831	1,891,223	(292,283)	12,468,771	-
Compensated absences	753,903	758,636	(753,904)	758,635	325,778
Business-type activities long-term liabilities	$ 119,398,975	$ 2,904,658	$ (12,371,315)	$ 109,932,319	$ 6,670,572

For the governmental activities, 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 a combined total of $463,013 and pledged gross revenue was $3,223,854. As of September 30, 2023, principal and interest to maturity in 2046 to be paid from pledged future revenues totaled $10,636,306. Principal and interest paid in the current fiscal year for the Capital Improvement Revenue Bond, Series 2016, was a combined total of $613,013 and pledged gross revenue was $5,635,680. As of September 30, 2023, principal and interest to maturity in 2037 to be paid from pledged future revenues totaled $8,562,625.

Principal and interest paid in the current fiscal year for the Water and Sewer System Revenue Bonds, Capital Improvement Revenue Notes was a combined total of $9,358,915, and pledged net revenue and impact fees was $36,757,162. As of September 30, 2023, principal and interest to maturity in 2048 to be paid from pledged future revenues totaled $144,621,228.

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.

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, 2023. Revenue bonds outstanding at year-end are as follows:

a) 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 $358,155)	$	6,968,156
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 $33,638)		6,831,361
Total governmental activities	$	13,799,517

(i) 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.

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.

(ii) 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.

NOTE 7 - LONG-TERM LIABILITIES *(Continued)*

b) Business-Type Activities

Business-Type Activities	
Bonds Payable	
Water and Sewer System Revenue Bond, Series 2018B, original issuance amount of $37,540,000, due $710,000 to $2,270,000 annually in 2022 through 2048; interest at 3-5% (plus bond premium of $3,618,291)	$ 37,708,290
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 $1,969,204)	22,804,206
Total Bonds Payable	$ 60,512,496
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)	$ 16,510,000
Water and Sewer System Series 2020 Refunding Bond, original issuance amount of $13,606,000, due $1,142,000 to $428,000 annually in 2022 through 2031; interest at 1.21% (issued at par value)	7,593,000
Total Direct Placement Bonds	24,103,000
Total Business-Type Activities	$ 84,615,496

Annual debt service requirements to maturity for revenue bonds outstanding are as follows:

	Governmental Activities		Business-Type Activities			
			Bonds Payable		Direct Placement Bonds	
Year Ending September 30,	Principal	Interest	Principal	Interest	Principal	Interest
2024	$ 555,000	$ 519,625	$ 765,000	$ 2,583,050	$ 5,177,000	$ 685,234
2025	575,000	497,425	800,000	2,552,450	4,763,000	542,546
2026	600,000	474,425	830,000	2,520,450	4,513,000	403,258
2027	620,000	450,425	1,845,000	2,487,250	2,080,000	260,423
2028	640,000	427,506	1,965,000	2,438,638	2,073,000	206,051
2029-2033	3,640,000	1,745,369	11,405,000	10,879,700	5,497,000	502,229
2034-2038	3,740,000	1,008,744	14,920,000	8,269,650	-	-
2039-2043	1,825,000	493,369	12,070,000	4,431,500	-	-
2044-2048	1,280,000	107,044	10,325,000	1,599,000	-	-
Total	$ 13,475,000	$ 5,723,932	$ 54,925,000	$ 37,761,688	$ 24,103,000	$ 2,599,741

(i) 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

NOTE 7 - LONG-TERM LIABILITIES *(Continued)*

b) Business-Type Activities *(Continued)*

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.

(iii) On October 3, 2018, the City issued $37,540,000 Water and Sewer System Revenue Bonds, Series 2018B and $20,835,000 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 were 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.

NOTE 7 - LONG-TERM LIABILITIES *(Continued)*

b) Business-Type Activities *(Continued)*

iv) On November 12, 2020, The City issued the Water and Sewer System Revenue Bond Series 2020 for $13,606,000 to finance the acquisition of certain improvements to the City's water and sewer system previously financed with proceeds of State Revolving Fund (SRF) loans. This is a private-placement bond with Truist Bank being the sole bondholder. Issuance of this bond paid off all outstanding SRF loans. The Series 2020 Bond was issued at a rate of 1.21% with a maturity date that matched the farthest maturity date of the outstanding SRF loans of March 15, 2031. The issuance of the Series 2020 bond resulted in an economic gain of $761,931. The bond is secured on a parity lien basis with the Parity Bonds. It is secured with pledged revenues which are net revenue of the water and sewer utility system

2. Notes Payable

a) Governmental Activities

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 was originally calculated as 20 basis points above the three month LIBOR rate two days prior to the payment due date. On May 1, 2021, HUD transitioned to a new variable interest rate based on 35 basis points above the 3-month T-Bill rate. The loan 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, 2023 is an estimated amount based on the 3-month T-Bill rate. Due to rising interest rates, the amortization schedule was amended in fiscal year 2023 to reflect current interest rate trends.

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, 2023 is as follows:

	Issue Date	Due Serially to	Interest Rate	Issue	Balance at September 30, 2023
Section 108 Loan	4/22/20	8/1/39	0.451	$ 894,000	$ 484,000

NOTE 7 - LONG-TERM LIABILITIES *(Continued)*

a) Governmental Activities *(Continued)*

Future requirements to pay principal and interest on the Section 108 Loan at September 30, 2023, are as follows:

Governmental Activities - Direct Borrowing

	Principal	Interest	Total
Fiscal Year			
2024	$ 45,000	$ 24,899	$ 69,899
2025	45,000	22,584	67,584
2026	45,000	20,325	65,325
2027	45,000	17,954	62,954
2028	45,000	15,639	60,639
2029-2033	230,000	43,500	273,500
2034-2038	29,000	1,498	30,498
Total	$ 484,000	$ 146,399	$ 630,399

3. Leases Payable

a) Governmental Activities

On October 1, 2021, the City entered into a 109 month lease as Lessee for the use of CVP/CRA Post Office Lease. An initial lease liability was recorded in the amount of $590,419. As of September 30, 2023, the value of the lease liability is $474,240. The City is required to make monthly fixed payments of $5,943. The lease has an interest rate of 0.4753%. The value of the right to use asset as of September 30, 2023 of $460,419 with accumulated amortization of $130,001 is included with Buildings on the Lease Class activities table found below. The City has 1 extension option for 60 months.

On October 1, 2021, the City entered into a 49 month lease as Lessee for the use of Sissine Copier - Dyal. An initial lease liability was recorded in the amount of $8,665. As of September 30, 2023, the value of the lease liability is $4,526. The City is required to make monthly fixed payments of $175. The lease has an interest rate of 0.4753%. The value of the right to use asset as of September 30, 2023 of $4,486 with accumulated amortization of $4,179 is included with Equipment on the Lease Class activities table found below.

On October 1, 2021, the City entered into a 49 month lease as Lessee for the use of Sissine Copiers. An initial lease liability was recorded in the amount of $204,658. As of September 30, 2023, the value of the lease liability is $106,885. The City is required to make monthly fixed payments of $4,133. The lease has an interest rate of 0.4753%. The value of the right to use asset as of September 30, 2023 of $105,962 with accumulated amortization of $98,696 is included with Equipment on the Lease Class activities table found below.

NOTE 7 - LONG-TERM LIABILITIES *(Continued)*

a) Governmental Activities *(Continued)*

Principal and Interest Requirements to Maturity

Year Ending September 30,	Governmental Activities Principal	Interest	Total Payments
2024	$ 111,332	$ 2,542	$ 113,874
2025	113,732	2,007	115,740
2026	73,043	1,538	74,581
2027	66,722	1,222	67,944
2028	69,083	900	69,982
2029 - 2032	151,739	789	152,528
Total	$ 585,651	$ 8,998	$ 594,649

b) Business-Type Activities

On August 1, 2022, the City entered into a 120 month lease as Lessee for the use of Duke Generator. An initial lease liability was recorded in the amount of $3,764,976. As of September 30, 2023, the value of the lease liability is $3,372,061. The City is required to make monthly fixed payments of $36,140. The lease has an interest rate of 2.9270%. The value of the right to use asset as of September 30, 2023 of $3,325,728 with accumulated amortization of $439,247 is included with Equipment on the Lease Class activities table found below.

Principal and Interest Requirements to Maturity

Year Ending September 30,	Business-Type Activities Principal	Interest	Total Payments
2024	$ 339,510	$ 94,170	$ 433,680
2025	349,582	84,098	433,680
2026	359,953	73,727	433,680
2027	370,631	63,049	433,680
2028	381,626	52,054	433,680
2029 - 2032	1,570,759	91,681	1,662,440
Total	$ 3,372,061	$ 458,778	$ 3,830,840

NOTE 7 - LONG-TERM LIABILITIES *(Continued)*

4. Subscriptions Payable

For the year ended 9/30/2023, the financial statements include the adoption of GASB Statement No. 96, Subscription-Based Information Technology Arrangements. The primary objective of this statement is to enhance the relevance and consistency of information about governments' subscription activities. This statement establishes a single model for subscription accounting based on the principle that subscriptions are financings of the right to use an underlying asset. Under this Statement, an organization is required to recognize a subscription liability and an intangible right-to-use subscription asset. For additional information, refer to the disclosures below.

a) Governmental Activities

On 10/01/2022, Cocoa, FL entered into an 84 month subscription for the use of ClearGov - Software. An initial subscription liability was recorded in the amount of $84,875. As of 09/30/2023, the value of the subscription liability is $72,375. Cocoa, FL is required to make annual fixed payments of $12,500. The subscription has an interest rate of 3.1790%. The value of the right to use asset as of 09/30/2023 of $84,875 with accumulated amortization of $12,125 is included with Software on the Subscription Class activities table found below. Cocoa, FL has 5 extension option(s), each for 12 months.

On 10/01/2022, Cocoa, FL entered into a 13 month subscription for the use of ESRI (SGEA) - Software. An initial subscription liability was recorded in the amount of $27,428. As of 09/30/2023, the value of the subscription liability is $0. Cocoa, FL is required to make annual fixed payments of $27,500. The subscription has an interest rate of 3.1440%. The value of the right to use asset as of 09/30/2023 of $27,428 with accumulated amortization of $25,318.

On 12/01/2022, Cocoa, FL entered into a 22 month subscription for the use of Socrata (Tyler) Software. An initial subscription liability was recorded in the amount of $20,684. As of 09/30/2023, the value of the subscription liability is $10,184. Cocoa, FL is required to make annual fixed payments of $10,500. The subscription has an interest rate of 3.1070%. The value of the right to use asset as of 09/30/2023 of $23,004 with accumulated amortization of $10,456 is included with Software on the Subscription Class activities table found below. Cocoa, FL has 1 extension option(s), each for 12 months.

On 12/10/2022, Cocoa, FL entered into a 36 month subscription for the use of NEOGOV - Software Solutions. An initial subscription liability was recorded in the amount of $61,057. As of 09/30/2023, the value of the subscription liability is $44,626. Cocoa, FL is required to make annual fixed payments of $16,431. The subscription has an interest rate of 3.2380%. The value of the right to use asset as of 09/30/2023 of $63,757 with accumulated amortization of $17,179.

NOTE 7 - LONG-TERM LIABILITIES *(Continued)*

a) Governmental Activities (*Continued*)

On 10/01/2022, Cocoa, FL entered into a 36 month subscription for the use of Vector Target Solutions Fire. An initial subscription liability was recorded in the amount of $8,492. As of 09/30/2023, the value of the subscription liability is $5,574. Cocoa, FL is required to make annual fixed payments of $2,918. The subscription has an interest rate of 3.1210%. The value of the right to use asset as of 09/30/2023 of $8,492 with accumulated amortization of $2,831 is included with Software on the Subscription Class activities table found below. Cocoa, FL has 1 extension option(s), each for 12 months.

On 10/01/2022, Cocoa, FL entered into a 36 month subscription for the use of Vector Target Solutions. An initial subscription liability was recorded in the amount of $86,052. As of 09/30/2023, the value of the subscription liability is $56,610. Cocoa, FL is required to make annual fixed payments of $29,837. The subscription has an interest rate of 3.1210%. The value of the right to use asset as of 09/30/2023 of $86,052 with accumulated amortization of $28,684 is included with Software on the Subscription Class activities table found below. Cocoa, FL has 1 extension option(s), each for 12 months.

On 10/01/2022, Cocoa, FL entered into a 40 month subscription for the use of Kronos Telestaff Fire. An initial subscription liability was recorded in the amount of $29,597. As of 09/30/2023, the value of the subscription liability is $21,203. Cocoa, FL is required to make monthly fixed payments of $760. The subscription has an interest rate of 3.1210%. The value of the right to use asset as of 09/30/2023 of $39,597 with accumulated amortization of $11,703 is included with Software on the Subscription Class activities table found below. Cocoa, FL has 2 extension option(s), each for 12 months.

On 10/01/2022, Cocoa, FL entered into a 41 month subscription for the use of Brazos (Tyler). An initial subscription liability was recorded in the amount of $33,094. As of 09/30/2023, the value of the subscription liability is $22,005. Cocoa, FL is required to make annual fixed payments of $11,520. The subscription has an interest rate of 3.1210%. The value of the right to use asset as of 09/30/2023 of $33,094 with accumulated amortization of $9,686.

On 10/01/2022, Cocoa, FL entered into a 48 month subscription for the use of Verteks. An initial subscription liability was recorded in the amount of $101,192. As of 09/30/2023, the value of the subscription liability is $76,868. Cocoa, FL is required to make monthly fixed payments of $2,240. The subscription has an interest rate of 3.1350%. The value of the right to use asset as of 09/30/2023 of $101,192 with accumulated amortization of $25,298 is included with Software on the Subscription Class activities table found below. Cocoa, FL has 1 extension option(s), each for 24 months.

NOTE 7 - LONG-TERM LIABILITIES *(Continued)*

a) Governmental Activities (*Continued*)

On 06/30/2023, Cocoa, FL entered into a 36 month subscription for the use of Debtbook. An initial subscription liability was recorded in the amount of $7,954. As of 09/30/2023, the value of the subscription liability is $5,465. Cocoa, FL is required to make annual fixed payments of $2,489. The subscription has an interest rate of 2.3100%. The value of the right to use asset as of 09/30/2023 of $7,954 with accumulated amortization of $689.

On 10/01/2022, Cocoa, FL entered into a 33 month subscription for the use of Samsara - S-843256 (229). An initial subscription liability was recorded in the amount of $73,541. As of 09/30/2023, the value of the subscription liability is $48,327. Cocoa, FL is required to make monthly fixed payments of $2,265. The subscription has an interest rate of 3.2067%. The value of the right to use asset as of 09/30/2023 of $73,541 with accumulated amortization of $26,742.

On 10/01/2022, Cocoa, FL entered into a 33 month subscription for the use of Samsara - S-1159677 (30). An initial subscription liability was recorded in the amount of $9,634. As of 09/30/2023, the value of the subscription liability is $6,331. Cocoa, FL is required to make monthly fixed payments of $297. The subscription has an interest rate of 3.2067%. The value of the right to use asset as of 09/30/2023 of $9,634 with accumulated amortization of $3,412.

On 03/31/2023, Cocoa, FL entered into a 28 month subscription for the use of Samsara - S-1487131 (26). An initial subscription liability was recorded in the amount of $6,690. As of 09/30/2023, the value of the subscription liability is $5,244. Cocoa, FL is required to make monthly fixed payments of $257. The subscription has an interest rate of 3.2067%. The value of the right to use asset as of 09/30/2023 of $6,690 with accumulated amortization of $1,447.

Principal and Interest Requirements to Maturity

	Governmental Activities		
Fiscal Year	Principal Payments	Interest Payments	Total Payments
2024	$ 151,402	$ 10,859	$ 162,260
2025	141,932	6,072	148,004
2026	41,831	2,111	43,941
2027	12,399	1,260	13,659
2028	13,203	866	14,069
2029 - 2032	14,044	446	14,491
Total	$ 374,810	$ 21,167	$ 396,424

NOTE 7 - LONG-TERM LIABILITIES *(Continued)*

b) Business Type Activities

On 10/01/2022, Cocoa, FL entered into a 48 month subscription for the use of Accruent CMMS Software. An initial subscription liability was recorded in the amount of $51,123. As of 09/30/2023, the value of the subscription liability is $38,355. Cocoa, FL is required to make annual fixed payments of $12,768. The subscription has an interest rate of 3.2687%. The value of the right to use asset as of 09/30/2023 of $51,123 with accumulated amortization of $12,781.

On 10/01/2022, Cocoa, FL entered into a 13 month subscription for the use of ESRI ARCGIS - Software. An initial subscription liability was recorded in the amount of $49,868. As of 09/30/2023, the value of the subscription liability is $0. Cocoa, FL is required to make annual fixed payments of $50,000. The subscription has an interest rate of 3.1440%. The value of the right to use asset as of 09/30/2023 of $49,868 with accumulated amortization of $46,033.

On 06/30/2023, Cocoa, FL entered into a 36 month subscription for the use of Debtbook. An initial subscription liability was recorded in the amount of $27,195. As of 09/30/2023, the value of the subscription liability is $18,684. Cocoa, FL is required to make annual fixed payments of $8,511. The subscription has an interest rate of 2.3100%. The value of the right to use asset as of 09/30/2023 of $27,195 with accumulated amortization of $2,355.

On 10/01/2022, Cocoa, FL entered into a 33 month subscription for the use of Samsara - S-843256 (229). An initial subscription liability was recorded in the amount of $97,486. As of 09/30/2023, the value of the subscription liability is $64,062. Cocoa, FL is required to make monthly fixed payments of $3,002. The subscription has an interest rate of 3.2067%. The value of the right to use asset as of 09/30/2023 of $97,486 with accumulated amortization of $35,449.

On 10/01/2022, Cocoa, FL entered into a 33 month subscription for the use of Samsara - S-1159677 (30). An initial subscription liability was recorded in the amount of $12,771. As of 09/30/2023, the value of the subscription liability is $8,392. Cocoa, FL is required to make monthly fixed payments of $393. The subscription has an interest rate of 3.2067%. The value of the right to use asset as of 09/30/2023 of $12,771 with accumulated amortization of $4,519.

On 03/31/2023, Cocoa, FL entered into a 28 month subscription for the use of Samsara - S-1487131 (26). An initial subscription liability was recorded in the amount of $8,868. As of 09/30/2023, the value of the subscription liability is $6,952. Cocoa, FL is required to make monthly fixed payments of $341. The subscription has an interest rate of 3.2067%. The value of the right to use asset as of 09/30/2023 of $8,868 with accumulated amortization of $1,917.

NOTE 7 - LONG-TERM LIABILITIES *(Continued)*

b) Business Type Activities *(Continued)*

Principal and Interest Requirements to Maturity

	Business-Type Activities		
Fiscal Year	Principal Payments	Interest Payments	Total Payments
2024	$ 63,285	$ 3,604	$ 66,889
2025	59,252	1,639	60,891
2026	13,908	455	14,363
Total	$ 136,445	$ 5,698	$ 142,143

NOTE 7 - LONG-TERM LIABILITIES *(Continued)*

5. 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 $1,700,000 to $1,790,000 annually through 2023; interest at 2.0% to 5.5% (plus bond premium of $0)	$ 1,700,000	$ -	$ -	-
Water and Sewer System Revenue Bond, Series 2018B original issuance amount of $37,540,000, due $710,000 to $2,270,000 annually in 2019 through 2048; interest at 3-5% (plus bond premium of $3,618,291)	740,000	37,708,290	25,551,350	25
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 $1,969,204)	-	22,804,206	12,210,338	18
Direct Placement Bonds:				
Water and Sewer System Revenue Refunding Bonds, Series 2018A-2 original issuance amount of $21,805,000, due $1,175,000 to $3,645,000 annually in 2022 through 2031; interest at 3.63% (issued at par value)	1,400,000	16,510,000	2,092,151	8
Water and Sewer System Revenue Refunding Bonds, Series 2020, original issuance amount of $13,606,000, due $868,000 to $2,114,000 annually in 2022 through 2031; interest at 1.21%; (issued at par)	1,958,000	7,593,000	411,220	9
Total Business-Type Activities	5,798,000	84,615,496	40,265,059	
Less: Premium / (Discount)		$ 5,587,496		
Total Principal Outstanding Less Premium / (Discount)		$ 79,028,000		

Water & Sewer System Pledged Revenue Calculation	
Operating Revenues	$ 79,510,038
Add: Gain (Loss) on disposal of assets	19,177
Add: Investment Income	2,337,807
Less: Impact Fees	(4,003,560)
Total Applicable Revenues	77,863,462
Less: Operating Expenses	(57,192,856)
Plus: Depreciation	12,499,785
General Fund Admin Fee	7,590,331
Net Revenue	40,760,722
Pledged Impact Fees	(4,003,560)
Net Revenue Plus Pledged Impact Fees	$ 36,757,162

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, 2023, the City had an estimated $1,340,499 in claims expense and $305,150 in administrative costs recorded in the self-insurance fund. At September 30, 2023, the actuarially determined net loss reserve for all fund years is $2,047,000 (undiscounted). On a discounted basis (discounted at 3.0%), the actuarial net loss reserve is $1,962,000. 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 did not exceed coverage in FY 2022 or FY 2023.

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 were deposited into an imprest account from which Cigna, as third-party administrator, paid plan claims in accordance with plan benefits. The City went to a fully-insured health insurance plan as of October 1, 2022. Run-out claims were paid in FY 2022, and when the run-out period ended, the fund was closed.

Changes in the estimated accrued claims payable for both insurance funds in fiscal years 2023 and 2022 were as follows:

	2023	2022
Balance at beginning of year	$ 2,076,000	$ 4,163,741
Current year claims and changes in estimate	1,226,499	1,006,827
Claims payments	(1,340,499)	(3,094,568)
Balance at end of fiscal year	1,962,000	2,076,000
Less: amount due within one year	(1,074,000)	(992,000)
Noncurrent portion	$ 888,000	$ 1,084,000

There have been no significant reductions in insurance coverage during fiscal year 2023.

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 Space 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 $3,536,551. At September 30, 2023, the amount due from this customer included in accounts receivable is $669,517.

NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS

A. Florida Retirement Systems

	FRS/HIS	Fire	General	Police	Total
Deferred Outflow	$ 5,811,231	$ 3,494,741	$ 648,309	$ 3,977,127	$ 13,931,408
Deferred Inflow	(781,983)	(665,584)	-	(284,680)	(1,732,247)
Net Pension Liability	(24,590,718)	(10,286,857)	(1,404,942)	(7,322,817)	(43,605,334)
Pension Expense	$ 4,790,057	$ 2,341,505	$ 453,270	$ 2,386,079	$ 9,970,911

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.

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.

NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS *(Continued)*

A. Florida Retirement Systems *(Continued)*

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, 2023, were as follows:

	FRS	HIS
Regular Class	13.57%	2.00%
Special Risk Class	32.67%	2.00%
Senior Management Service Class	34.52%	2.00%
Elected Officials	58.68%	2.00%
DROP from FRS	21.13%	2.00%

The employer's contributions for the year ended September 30, 2023, were $1,972,844 to the FRS Defined Benefit Pension Plan and Defined Contribution Investment Plan and $341,701 to the HIS Program.

Pension Liabilities and Pension Expense

In its financial statements for the year ended September 30, 2023, 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, 2023. 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	$ 16,341,184	$ 8,249,534
Proportion at:		
Current measurement date	0.0410%	0.0519%
Prior measurement date	0.0407%	0.0503%
Pension expense	$ 1,831,561	$ 2,958,496

NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS *(Continued)*

A. Florida Retirement Systems *(Continued)*

Deferred Outflows/Inflows of Resources Related to Pensions

At September 30, 2023, 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	$ 1,534,296	$ -	$ 120,767	$ (19,364)
Changes of assumptions	1,065,254	-	216,878	(714,851)
Net difference between projected and actual earnings on pension plan investments	682,452	-	4,260	-
Changes in proportion and differences between City pension plan contributions and proportionate share of contributions	976,601	-	638,677	(47,768)
Employer contributions subsequent to the measurement date	479,211	-	92,838	-
Totals	$ 4,737,814	$ -	$ 1,073,420	$ (781,983)

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, 2023. 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
2024	$ 792,017	$ 94,683
2025	128,330	87,344
2026	2,909,346	40,847
2027	350,428	(20,968)
2028	78,482	(6,406)
Thereafter	-	3,101
Totals	$ 4,258,603	$ 198,601

NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS *(Continued)*

A. Florida Retirement Systems *(Continued)*

Actuarial Assumptions

The total pension liability for each of the defined benefit plans was measured as of June 30, 2023. The total pension liability for the FRS and HIS Pension Plans was determined by an actuarial valuation dated July 1, 2023. 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	6.70%	N/A
Discount rate	6.70%	3.65%

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.

The following changes in key actuarial assumptions occurred in 2023:

FRS: No changes

HIS: The municipal bond rate used to determine total pension liability was increased from 3.54% to 3.65%.

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%	2.9%	2.9%
Fixed income	19.8%	4.5%	4.4%
Global equity	54.0%	8.7%	7.1%
Real estate	10.3%	7.6%	6.6%
Private equity	11.1%	11.9%	8.8%
Strategic investments	3.8%	6.3%	6.1%
	100%		

NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS *(Continued)*

A. Florida Retirement Systems *(Continued)*

Discount Rate

The discount rate used to measure the total pension liability for the FRS Pension Plan was 6.70%. 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 3.65% was used to determine the total pension liability for the program. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was used as the applicable municipal bond index.

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 5.70%	Current Discount Rate 6.70%	1% Increase 7.70%	1% Decrease 2.65%	Current Discount Rate 3.65%	1% Increase 4.65%
Employer's proportionate share of the net pension liability	$ 27,914,068	$ 16,341,184	$ 6,659,080	$ 9,411,430	$ 8,249,534	$ 7,286,399

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.

NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS *(Continued)*

B. City-Provided – Defined Benefit Plans *(Continued)*

Summary of Significant Accounting Policies – The financial statements are prepared using the accrual basis of accounting. Plan member contributions are recognized in the period in which contributions are due. Employer contributions are recognized when due and the employer has made a formal commitment to provide the contributions. Investments are reported at fair value.

Short-term investments are reported at cost, which approximates fair value. Securities traded on a national or international exchange are valued at the last reported sales price. Investments that do not have an established market are reported at estimated fair value.

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 $245,613 and $196,813, 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:

1. Annual actuarial reports as of October 1 of each year to determine the next year's required contributions.

2. Employee contributions at 6.5% of compensation for the Police Officers Retirement Plan and the Firefighters Retirement Plan. As of October 1, 2020, there are no required employee contributions for the General Pension plan as there are no active employees.

3. 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.

NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS *(Continued)*

B. City-Provided – Defined Benefit Plans *(Continued)*

Plan Description

Firefighters' Pension Plan	General Employees' Pension Plan	Police Officers' Pension Plan
Plan Administration	*Plan Administration*	*Plan Administration*
The Plan is administered by a Board of Trustees comprised of: a) Two City Council appointees, b) Two Members of the System elected by a majority of the other covered Firefighters, and c) A fifth Member elected by the other 4 and appointed by Council.	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.

Plan membership as of October 1, 2022	Firefighters' Pension Plan	General Employees' Pension Plan	Police Officers' Pension Plan
Inactive Plan Members or Beneficiaries Currently Receiving Benefits	47	36	57
Inactive Plan Members Entitled to but Not Yet Receiving Benefits	11	-	12
Active Plan Members	36	-	58
Total Plan Members	94	36	127

Benefits Provided
All three plans provide retirement, termination, disability and death benefits.

Firefighters' Pension Plan:

Normal Retirement:
Date: Employees hired after November 8, 2015: Earlier of age 55 with 10 years of service or the completion of 25 years of Credited Service. Employees hired January 1, 1999 to November 8, 2015: Earlier of age 52 and 10 years of Credited Service or the completion of 25 years of Credited Service. Employees hired prior to January 1, 1999: Earlier of age 52 or the completion of 25 years of Credited Service.

Benefit: 3% of Average Monthly Earnings (AME) times Years of Credited Service.

Form of Benefit: Ten year certain and Life Annuity (options available)

Early Retirement:
Date: Age 50 and 10 years of Credited Service.

Benefit: Accrued benefit, reduced 3% per year.

NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS *(Continued)*

B. City-Provided – Defined Benefit Plans *(Continued)*

Delayed Retirement:
Allowable beyond age 70, with consent of the Board. Benefit continues to accrue.

Cost of Living Adjustment for Retirees:
Up to 3% per year beginning at age 65.

Vesting (Termination of Employment):
Less than 10 years of Service: Refund of Member Contributions, with interest.
10 years or more: Accrued pension payable at Normal Retirement, or, on a reduced basis at Early Retirement, or refund of contributions with interest.

Disability:
Eligibility: Total and permanent; not able to perform any useful duties or service for Fire Department. Board can require periodic re-examination.

Waiting Period Service Connected: At expiration of sick pay and accrued vacation pay.

Waiting Period Non-Service Connected: 6 months from date of disability.

Exclusions: Disability resulting from use of drugs, illegal participation in riots, service in the military, etc.

Benefit: Service Connected: Accrued benefit (at the 3% benefit rate) with a minimum of 42% of AME. If the disability occurred during an active shooter event, the benefit shall equal the member's accrued benefit (at a 2% benefit rate) with a minimum of 60% of AME.

Benefit: Non-Service Connected: 25% of pay on date of disability.

Pre-Retirement Death Benefits:
Vested Line-of-Duty: Accrued Benefit (at the 3.0% benefit rate) with a minimum of 42% of AME, payable for the life of the spouse. If the death occurred during an active shooter event, the benefit shall equal the member's accrued benefit (at the 3% benefit rate) with a minimum of 60% of AME.

Not In-Line of Duty: Vested: Accrued benefit (using a 2% benefit multiplier rate) payable to the 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.

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.

NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS *(Continued)*

B. City-Provided – Defined Benefit Plans *(Continued)*

Early Retirement:
Date: Age 55 and 10 years of Credited Service.

Benefit: Accrued benefit, reduced 1/15th for each of the first 5 years and 1/30th for each of the next 5 years prior to Normal Retirement.

Cost of Living Increases for Retirees:
3% per year beginning at age 65.

Vesting:
Less Than 10 Years: Refund of Member Contributions, with interest.
10 or More Years: Accrued pension payable at Normal Retirement, or refund of Member Contributions, with interest.

Disability:
Eligibility: Total and permanent; unable to perform any regular and continuous duties as a General Employee (as determined by the Board).

Benefit: Service Incurred: 50% of average pay for the 12 months preceding disability.
Benefit: Non-Service Incurred: 25% of average pay for the 12 months preceding disability.

Duration: Benefit payable for life with 120 payments guaranteed or until recovery (as determined by the Board)

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 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.

NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS *(Continued)*

B. City-Provided – Defined Benefit Plans *(Continued)*

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.

Exclusions: Disability resulting from use of drugs, illegal participation in riots, service in military, etc.

Benefit: Service Connected: Greater of 1) Accrued benefit, 2) 42% of AME, or 3) 50% of regular base pay on date of disability.

Benefit: 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.

Investment Policies:
The following was the Boards' adopted asset allocation policy as of September 30, 2023:

	Target Allocation		
Asset Class	Firefighters' Pension Plan	General Employees' Pension Plan	Police Officers' Pension Plan
Domestic Equity	-	35%	40%
International Equity	10%	10%	12%
Broad Market Fixed Income	-	30%	-
Global Fixed Income	-	5%	-
Real Estate	15%	10%	-
Bonds	-	-	25%
Convertibles	-	-	10%
REITS	-	-	8%
MLPs	-	-	-
Large Cap Equity	40%	-	-
Smid Cap Equity	20%	-	-
Fixed Income	15%	-	-
Alternative	-	10%	-
Infrastructure	-	-	5%
Total	100%	100%	100%

NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS *(Continued)*

B. City-Provided – Defined Benefit Plans *(Continued)*

Concentrations:

The Plans did not hold investments in any one organization that represents 5% or more of the Pension Plans' fiduciary net position.

Rate of Return:

For the year ended September 30, 2023, the annual money-weighted rate of return on Firefighters', General Employees', and Police Officers' Pension Plan investments, net of pension plan investment expense, was 7.36%, 10.67%, and 8.63%, 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:

	Firefighters' Pension Plan	General Employees' Pension Plan	Police Officers' 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	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%.	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.

Net Pension Liability of the City:

The components of the net pension liability (asset) of the City on September 30, 2023 were as follows:

	Firefighters' Pension Plan	General Employees' Pension Plan	Police Officers' Pension Plan
Total Pension Liability	$ 33,771,058	$ 14,504,398	$ 41,932,464
Plan Fiduciary Net Position	(23,484,201)	(13,099,455)	(34,609,647)
City's Net Pension Liability	$ 10,286,857	$ 1,404,943	$ 7,322,817

NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS *(Continued)*

B. City-Provided – Defined Benefit Plans *(Continued)*

Actuarial Assumptions:

The total pension liability was determined by an actuarial valuation as of October 1, 2022 updated to September 30, 2023 using the following actuarial assumptions applied to all measurement periods.

	Firefighters' Pension Plan	General Employees' Pension Plan	Police Officers' Pension Plan
Inflation	3.00%	2.50%	2.70%
Salary Increases	service based	-	service based
Discount Rate	7.15%	6.60%	7.25%
Investment Rate of Return	7.15%	6.60%	7.25%

Firefighters' Pension Plan	General Employees' Pension Plan	Police Officers' Pension Plan
Mortality Rate Healthy Lives: PubS.H-2010 (Below Median) for Employees and Retirees, 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: PubG.H-2010 (Below Median) for Healthy Employees. Male: PubG.H-2010 for (below Median) for Healthy Employees Mortality Rate Disabled Lives: PubG.H-2010 for Disabled Retirees, set forward three years.	Mortality Rate Healthy Lives: PubS.H-2010 (Below Median) for Employees, set forward one year. PubS.H-2010 (Below for healthy Retirees, set forward one year. Mortality Rate Disabled Lives: 80% PubG.H-2010 for Disabled Retirees / 20% PubS.H-2010 for Disabled Retirees
The most recent actuarial experience study used to review the other significant assumptions was dated August 15, 2018.	Since this is a retiree only plan, normal assumptions are not appicable. Accordingly, no formal Actuarial Experience study has been performed.	The most recent actuarial experience study used to review the other significant assumptions was dated August 17, 2018.

Changes to the actuary assumptions used for the September 30, 2023 valuations for the Firefighters' Pension Plan reflect no assumption changes. Changes to assumptions used for the September 30, 2023 valuation for the Police Officers' Pension Plan reflect no assumption changes. Changes to assumptions used for the September 30, 2023 valuation for the General Pension Plan were to update the discount rate assumption from 6.7% to 6.6%. 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.

NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS *(Continued)*

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, 2023 are summarized in the following table:

	Long Term Expected Real Rate of Return		
Asset Class	Firefighters' Pension Plan	General Employees' Pension Plan	Police Officers' Pension Plan
Domestic Equity	-	7.50%	7.20%
International Equity	5.56%	8.50%	2.90%
Broad Market Fixed Income	-	2.50%	-
Global Fixed Income	-	3.50%	-
Real Estate	5.93%	4.50%	5.90%
Bonds	-	-	1.70%
Convertibles	-	-	5.90%
Infrastructure	-	-	5.10%
Large Cap Equity	8.13%	-	-
Smid Cap Equity	7.70%	-	-
Fixed Income	0.28%	-	-
Alternative	-	5.39%	-

Discount Rate:

The discount rate used to measure the total pension liability for the Firefighters, General Employees, and Police Officers Pension Plan investments was 7.15%, 6.60%, and 7.25%, respectively.

The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and that sponsor contributions will be made at rates equal to the difference between actuarially determined contribution rates and the Member rate. Based on those assumptions, the Pension Plans' Fiduciary Net Position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the Long-Term Expected Rate of Return on Pension Plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS *(Continued)*

B. City-Provided – Defined Benefit Plans *(Continued)*

Change in Net Pension Liability

Firefighters' Pension Plan	Increase (Decrease) Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)
Balances at September 30, 2022	$ 33,410,725	$ 22,813,551	10,597,174
Changes for a Year:			
Service Cost	659,399	-	659,399
Interest	2,345,469	-	2,345,469
Differences between Expected and Actual Experience	(111,819)	-	(111,819)
Changes of assumptions	-	-	-
Changes of benefit terms	-	-	-
Contributions - Employer	-	1,294,649	(1,294,649)
Contributions - State	-	196,813	(196,813)
Contributions - Employee	-	159,137	(159,137)
Net Investment Income	-	1,638,268	(1,638,268)
Benefit Payments, including Refunds of Employees Contributions	(2,532,716)	(2,532,716)	-
Administrative Expense	-	(85,501)	85,501
Net Changes	360,333	670,650	(310,317)
Balances at September 30, 2023	$ 33,771,058	$ 23,484,201	10,286,857

General Employees' Pension Plan	Increase (Decrease) Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability/Asset (a) - (b)
Balances at September 30, 2022	$ 14,557,568	$ 12,883,724	$ 1,673,844
Changes for a Year:			
Service Cost	-	-	-
Interest	938,087	-	938,087
Differences between expected and actual experience	(7,228)	-	(7,228)
Changes of assumptions	128,509	-	128,509
Contributions - Employer	-	64,269	(64,269)
Contributions - Employee	-	-	-
Net Investment Income	-	1,325,051	(1,325,051)
Benefit payments, including refunds of employees contributions	(1,112,538)	(1,112,538)	-
Administrative expense	-	(61,051)	61,051
Net Changes	(53,170)	215,731	(268,901)
Balances at September 30, 2023	$ 14,504,398	$ 13,099,455	$ 1,404,943

NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS *(Continued)*

B. City-Provided – Defined Benefit Plans *(Continued)*

Police Officers' Pension Plan	Increase (Decrease) Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability/Asset (a) - (b)
Balances at September 30, 2022	$ 39,522,586	$ 32,678,715	$ 6,843,871
Changes for a Year:			
Service Cost	720,313	-	720,313
Interest	2,850,148	-	2,850,148
Differences between expected and actual experience	700,456	-	700,456
Changes of assumptions	-	-	-
Changes of benefit terms	-	-	-
Contributions - Employer	-	596,183	(596,183)
Contributions - State	-	245,613	(245,613)
Contributions - Employee	-	236,837	(236,837)
Net Investment Income	-	2,803,763	(2,803,763)
Benefit payments, including refunds of employees contributions	(1,861,039)	(1,861,039)	-
Administrative expense	-	(90,425)	90,425
Net Changes	2,409,878	1,930,932	478,946
Balances at September 30, 2023	$ 41,932,464	$ 34,609,647	$ 7,322,817

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability (asset) 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 6.15%	Current Discount Rate 7.15%	1% Increase 8.15%
Firefighters' Pension Plan	$ 14,570,472	$ 10,286,857	$ 6,761,052

Sponsor's Net Pension Liability (Asset)	1% Decrease 5.60%	Current Discount Rate 6.60%	1% Increase 7.60%
General Employees' Pension Plan	$ 2,816,529	$ 1,404,943	$ 209,216

Sponsor's Net Pension Liability (Asset)	1% Decrease 6.25%	Current Discount Rate 7.25%	1% Increase 8.25%
Police Officers' Pension Plan	$ 12,776,962	$ 7,322,817	$ 2,854,368

NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS *(Continued)*

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 financial report for each pension plan.

For the year ended September 30, 2023, the pension expense recognized on the Firefighters', General Employees', and Police Officers' Pension Plans, was $2,341,505, $453,270, and $2,386,079, respectively.

On September 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Firefighters' Pension Plan	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 454,506	$ 620,554
Change of assumptions	785,148	45,030
Net difference between projected and actual earnings on pension plan investments	2,255,087	-
Total Firefighters' Pension Plan	3,494,741	665,584
General Employees' Pension Plan		
Net difference between projected and actual earnings on pension plan investments	648,309	-
Total General Employees' Pension Plan	648,309	-
Police Officers' Pension Plan		
Differences between expected and actual experience	900,052	209,637
Change of assumptions	271,311	75,043
Net difference between projected and actual earnings on pension plan investments	2,805,764	-
Total Police Officers' Pension Plan	3,977,127	284,680
Total deferred outflows and deferred inflows of resources related to pensions	$ 8,120,177	$ 950,264

NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS *(Continued)*

B. City-Provided – Defined Benefit Plans *(Continued)*

Amounts reported as deferred outflows and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending September 30,	Firefighters' Pension Plan	General Employees' Pension Plan	Police Officers' Pension Plan
2024	$ 711,711	$ 34,500	$ 991,757
2025	632,272	132,653	1,011,732
2026	1,449,172	580,957	1,782,197
2027	54,639	(99,801)	(93,239)
2028	(18,637)	-	-
Total	$ 2,829,157	$ 648,309	$ 3,692,447

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 Mission Square serving as the 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 2023, the Plan had no forfeitures. Employer contributions for 2023 totaled $24,927. At September 30, 2023, the remaining forfeiture balance from previous years was $-0-. The employee contributes 5% of their compensation. Employee contributions for 2023 totaled $9,984. Employees may also make voluntary contributions to the Plan. Total voluntary contributions made by the employees in the amount of $-0- are not matched by the employer. Contributions for highly compensated employees are in accordance with any employment agreements and are negotiated.

NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS *(Continued)*

D. Net Activity by Pension Plan

The pension trust funds' fiduciary net position activity as of September 30, 2023 was as follows:

	Defined Contribution Plans	Firefighters' Pension Plan	General Employees' Pension Plan	Police Officers' Pension Plan	Total
ASSETS					
Cash and cash equivalents	$ -	$ 638,369	$ 162,513	$ 580,474	$ 1,381,356
Investments at fair value:					
Equity funds		4,517,930	1,144,378	29,077,081	34,739,389
Blended mutual funds	2,250,136	-	-	-	2,250,136
Fixed income funds	133,971	-	2,575,125		2,709,096
Mortgage-backed securities	-			-	-
Corporate stock	-	9,102,514	3,668,220	118,670	12,889,404
Corporate bonds	-	1,381,064	1,263,035	1,206,284	3,850,383
Foreign equity funds		-	-	-	-
Government securities	-	1,273,038	2,171,963	-	3,445,001
Pooled comingled equity funds		2,215,530			2,215,530
US real estate investment fund		4,116,280	2,106,388	3,586,392	9,809,060
Accounts receivable	-	245,673	25,308	1,043	272,024
Interest receivable	-	28,053	42,822	54,127	125,002
Total assets	2,384,107	23,518,451	13,159,752	34,624,071	73,686,381
LIABILITIES					
Accounts payable	-	34,250	60,297	14,424	108,971
Total liabilities	-	34,250	60,297	14,424	108,971
NET POSITION					
Held in trust for pension benefits	$ 2,384,107	$ 23,484,201	$ 13,099,455	$ 34,609,647	$ 73,577,410

NOTE 10 - EMPLOYEE RETIREMENT SYSTEMS *(Continued)*

E. Change in Fiduciary Net Position by Pension Plan

The pension trust funds' change in fiduciary net position activity as of September 30, 2023 was as follows:

	Defined Contribution Plans	Firefighters' Pension Plan	General Pension Plan	Police Officers' Pension Plan	Total
ADDITIONS					
Contributions:					
Employee contributions	$ 9,984	$ 159,137	$ -	$ 236,837	$ 405,958
Employer contributions	24,927	1,294,649	64,269	596,183	1,980,028
State contributions	-	196,813	-	245,613	442,426
Total contributions	34,911	1,650,599	64,269	1,078,633	2,828,412
Investment earnings:					
Net increase (decrease) in the fair value of investments	170,875	1,328,736	772,955	1,857,169	4,129,735
Interest and dividends	137,788	458,784	585,422	1,075,751	2,257,745
Total investment earnings	308,663	1,787,520	1,358,377	2,932,920	6,387,480
Less investment expense	7,704	149,252	33,326	126,430	316,712
Net investment earnings	300,959	1,638,268	1,325,051	2,806,490	6,070,768
Total additions	335,870	3,288,867	1,389,320	3,885,123	8,899,180
DEDUCTIONS					
Benefit payments	71,911	2,532,716	1,112,538	1,863,766	5,580,931
Administrative expenses	-	85,501	61,051	90,425	236,977
Total deductions	71,911	2,618,217	1,173,589	1,954,191	5,817,908
Change in net position	263,959	670,650	215,731	1,930,932	3,081,272
Net position, beginning of year	2,120,148	22,813,551	12,883,724	32,678,715	70,496,138
Net position, end of year	$ 2,384,107	$ 23,484,201	$ 13,099,455	$ 34,609,647	$ 73,577,410

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 160 retirees and spouses receiving benefits and has a total of 422 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 stand-alone 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 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, 2023, the City's contribution was $1,409,881, 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 $300,915 for spouses for the year ended September 30, 2023.

C. Total OPEB Liability

The City's total OPEB liability of $22,283,214 was measured as of September 30, 2023 and was determined by an actuarial valuation as of September 30, 2023.

NOTE 11 - OTHER POST-EMPLOYMENT BENEFITS *(Continued)*

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, 2023 actuarial valuation, the entry age normal actuarial cost method was used. The actuarial assumptions used for the September 30, 2023 calculations included a 4.4% investment rate of return (including inflation of 2.5%) and an annual healthcare cost trend rate of 6.5% for FY23 followed by 6.25% for FY24 and gradually decreasing to an ultimate trend of 4.00%. The discount rate utilized was 4.4%. The mortality for all groups was updated to the tables used by the Florida Retirement System for its July 1, 2023 Valuation. 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	$	1,214,837
Interest on the Total OPEB Liability		746,056
Changes of benefit terms		-
Difference between expected and actual experience of the Total OPEB Liability		(2,103,403)
Changes of assumptions and other inputs		(9,720,975)
Benefit payments		(1,409,881)
Net change in Total OPEB Liability		(11,273,366)
Total OPEB Liability - Beginning		33,556,580
Total OPEB Liability - Ending	$	22,283,214

Changes in assumptions rare: change in the discount rate from 2.19% as of the beginning of the measurement period to 4.4% for the fiscal year ended September 30, 2023; per capita costs and premiums were updated based on information provided; healthcare cost trend was updated, and the acceptance rate for those eligible for a 50% subsidy was lowered from 65% to 50%.

NOTE 11 - OTHER POST-EMPLOYMENT BENEFITS *(Continued)*

F. Sensitivity Analysis

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

	Discount Rate		
	1% Decrease 3.40%	Current Discount Rate 4.40%	1% Increase 5.40%
Total OPEB liability	$ 24,744,396	$ 22,283,214	$ 20,181,619

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rates

	Healthcare Cost Trend Rate		
	1% Decrease 4.50%	Current Healthcare Cost Rate 6.50%	1% Increase 5.50%
Total OPEB liability	$ 19,994,271	$ 22,283,214	$ 24,998,224

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, 2023 was ($29,281). On September 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB to be recognized in future OPEB expenses from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes in assumptions	$ 248,381	$ 2,990,018
Differences between expected and actual experience	2,926,516	13,387,511
Transactions after measurement date	1,227,911	-
Totals	$ 4,402,808	$ 16,377,529

NOTE 11 - OTHER POST-EMPLOYMENT BENEFITS *(Continued)*

G. Deferred Inflows of Resources/Deferred Outflows of Resources *(Continued)*

Deferred Outflows/Inflows of Resources Schedule for Future Years

The amount of $1,227,911 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 2024. Other amounts reported as deferred outflows and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Fiscal Year Ending September 30,		Deferred Outflows/(Inlfows)
2024	$	(1,990,174)
2025		(1,782,621)
2026		(1,582,441)
2027		(2,003,652)
2028		(1,795,962)
Thereafter		(4,047,782)
Total	$	(13,202,632)

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, 2023 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 lawsuits 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, 2024. The Agreements covering police lieutenants (PBA) and fire district chiefs (Teamsters) expired September 30, 2023. The City is at impasse with both of these unions as of September 30, 2023.

NOTE 14 - FUTURE PRONOUNCEMENTS

1. GASB Statement No. 101, *Compensated Absences*:

   - Updates the recognition and measurement guidance for compensated absences by:
     - Aligning the recognition and measurement guidance under a unified model
     - Amending certain previously required disclosures
   - Amends the existing requirement to disclose the gross increases and decreases in a liability for compensated absences to allow governments to disclose only the net change in the liability

2. GASB Statement No. 100, *Accounting Changes and Error Corrections* – an amendment of GASB Statement No. 62

   - Enhances accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability
   - Requires disclosure in notes to financial statements of descriptive information about accounting changes and error corrections, such as their nature
   1. Addresses how information that is affected by a change in accounting principle or error correction should be presented in required supplementary information (RSI) and supplementary information (SI)
3. Statement No. 99, "Omnibus 2022". The requirements related to financial guarantees and the classification and reporting of derivative instruments within the scope of Statement 53 will take effect for financial statements starting with the fiscal year that ends June 30, 2024.

The City is currently evaluating the effects that these statements will have on its 2024 financial statements.

REQUIRED SUPPLEMENTARY INFORMATION OTHER THAN

MANAGEMENT'S DISCUSSION AND ANALYSIS

City of Cocoa, Florida
Required Pension Supplementary Information - Schedule of Proportionate Share of Net Pension Liability - Florida Retirement System *(Continued)*
Last Ten Fiscal Years*

	Florida Retirement System (FRS)				
	2023	2022	2021	2020	2019
City's proportion of the collective net pension liability	0.0410%	0.0407%	0.0376%	0.3620%	0.0351%
City's proportionate share of the collective net pension liability	$ 16,341,183	$ 15,131,997	$ 2,838,374	$ 15,690,345	$ 12,093,584
City's covered payroll	18,513,300	18,513,300	16,136,917	16,151,468	15,476,496
City's proportionate share of the collective net pension liability as a percentage of its covered payroll	88.27%	81.74%	17.59%	97.15%	78.14%
Plan fiduciary net position as a percentage of the total pension liability	82.38%	82.89%	96.40%	78.85%	82.61%

	Health Insurance Subsidy (HIS)				
	2023	2022	2021	2020	2019
City's proportion of the collective net pension liability	0.0519%	0.0503%	0.4520%	0.0460%	0.0459%
City's proportionate share of the collective net pension liability	$ 8,249,533	$ 5,331,330	$ 5,545,688	$ 5,618,912	$ 5,144,901
City's covered payroll	18,513,300	18,513,300	16,136,917	16,151,468	15,476,496
City's proportionate share of the collective net pension liability as a percentage of its covered payroll	44.56%	28.80%	34.37%	34.79%	33.24%
Plan fiduciary net position as a percentage of the total pension liability	4.12%	4.81%	3.56%	3.00%	2.63%

*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 4 of the Plan's Annual Comprehensive Financial Report.

Note 2: The amounts presented for each fiscal year were determined as of 6/30, the measurement date.

City of Cocoa, Florida
Required Pension Supplementary Information - Schedule of Proportionate Share of Net Pension Liability - Florida Retirement System *(Continued)*
Last Ten Fiscal Years*

2018	2017	2016	2015
0.0339%	0.0329%	0.0290%	0.0309%
$ 10,208,790	$ 9,723,144	$ 7,318,096	$ 3,984,745
$ 14,746,847	$ 12,997,287	$ 13,039,745	$ 10,982,455
69.23%	74.81%	56.12%	36.28%
84.26%	83.89%	84.88%	92.00%

2018	2017	2016	2015
0.0449%	0.0428%	0.0385%	0.0383%
$ 4,744,957	$ 4,579,133	$ 4,490,228	$ 3,908,990
$ 14,746,847	$ 12,997,287	$ 13,039,745	$ 10,982,455
32.18%	35.23%	34.43%	35.59%
2.15%	1.64%	0.97%	0.50%

City of Cocoa, Florida
Required Pension Supplementary Information - Schedule of Contributions
Florida Retirement System *(Continued)*
Last Ten Fiscal Years*

	Florida Retirement System (FRS)				
	2023	2022	2021	2020	2019
Contractually required contribution	$ 1,972,844	$ 1,806,924	$ 1,507,060	$ 1,247,810	$ 1,135,700
Contributions in relation to the contractually required contribution	(1,972,844)	(1,806,924)	(1,507,060)	(1,247,810)	(1,135,700)
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -
City's covered payroll	$ 19,361,571	$ 19,361,571	$ 16,569,111	$ 15,990,658	$ 15,868,536
Contributions as a percentage of covered payroll	10.08%	9.33%	9.10%	7.80%	7.16%

	Health Insurance Subsidy (HIS)				
	2023	2022	2021	2020	2019
Contractually required contribution	$ 341,701	$ 317,509	$ 272,665	$ 262,719	$ 262,384
Contributions in relation to the contractually required contribution	(341,701)	(317,509)	(272,665)	(262,719)	(262,384)
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -
City's covered payroll	$ 19,361,571	$ 19,361,571	$ 16,569,111	$ 15,990,658	$ 15,868,356
Contributions as a percentage of covered payroll	1.80%	1.64%	1.65%	1.64%	1.65%

*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.

City of Cocoa, Florida
Required Pension Supplementary Information - Schedule of Contributions
Florida Retirement System *(Continued)*
Last Ten Fiscal Years*

	2018	2017	2016	2015
	$ 981,272	$ 883,954	$ 823,709	$ 824,677
	(981,272)	(883,954)	(823,709)	(824,677)
	$ -	$ -	$ -	$ -
	$ 14,757,014	$ 13,532,920	$ 12,170,167	$ 10,982,455
	6.65%	6.53%	6.77%	7.51%

	2018	2017	2016	2015
	$ 242,596	$ 235,608	$ 216,473	$ 10,524
	(242,596)	(235,608)	(216,473)	(10,524)
	$ -	$ -	$ -	$ -
	$ 14,757,014	$ 13,532,920	$ 12,170,167	$ 10,982,455
	1.64%	1.74%	1.78%	0.10%

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

	2023	2022	2021	2020	2019
Total Pension Liability					
Service Cost	$ 659,399	$ 654,506	$ 556,470	$ 550,549	$ 485,600
Interest	2,345,469	2,256,795	2,275,166	2,223,242	2,188,638
Change in Excess State Money			-	-	-
Changes of Benefit Terms		-	31,623	-	18,691
Differences between Expected and Actual Experience	(111,819)	489,683	(916,111)	384,149	(415,884)
Changes of Assumptions	-	-	1,253,913	(135,092)	949,138
Benefit Payments, Including Refund of Employee Contributions	(2,532,716)	(1,798,626)	(2,280,287)	(1,675,774)	(1,771,291)
Net Change in Total Pension Liability	360,333	1,602,358	920,774	1,347,074	1,454,892
Total Pension Liability - Beginning	33,410,725	31,808,367	30,887,593	29,540,519	28,085,627
Total Pension Liability - Ending (a)	33,771,058	33,410,725	31,808,367	30,887,593	29,540,519
Plan Fiduciary Net Position					
Contributions - Employer	1,294,649	1,566,455	1,587,758	1,517,830	1,351,865
Contributions - State	196,813	142,337	124,461	112,427	105,146
Contributions - Employee	159,137	159,517	143,812	140,965	143,125
Net Investment Income	1,638,268	(4,721,923)	5,932,181	1,605,655	472,802
Benefit Payments, Including Refunds of Employee Contributions	(2,532,716)	(1,798,626)	(2,280,287)	(1,675,774)	(1,771,291)
Administrative Expense	(85,501)	(82,247)	(80,803)	(77,293)	(100,198)
Net Change in Plan Fiduciary Net Position	670,650	(4,734,487)	5,427,122	1,623,810	201,449
Plan Fiduciary Net Position - Beginning	22,813,551	27,548,038	22,120,916	20,497,106	20,295,657
Plan Fiduciary Net Position - Ending (b)	23,484,201	22,813,551	27,548,038	22,120,916	20,497,106
Net Pension Liability - Ending (a) - (b)	$ 10,286,857	$ 10,597,174	$ 4,260,329	$ 8,766,677	$ 9,043,413
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	69.54%	68.28%	86.61%	71.61%	69.39%
Covered Payroll	$ 2,447,790	$ 2,454,101	$ 2,212,494	$ 2,168,687	$ 2,201,921
Net Pension Liability as a Percentage of Covered Payroll	420.25%	431.81%	192.56%	404.30%	410.71%

Notes to the schedules:
(1) The Covered Payroll numbers shown are in compliance with GASB 82, except for the September 30, 2015 measurement period which includes DROP payroll.

City of Cocoa, Florida
Required Other Pension Supplementary Information - Schedule of Changes in Net Pension Liability and Related Ratios *(Continued)*
Last Ten Fiscal Years

2018	2017	2016	2015	2014
$ 517,114	$ 497,902	$ 437,785	$ 428,719	$ 433,714
2,105,795	1,964,536	1,793,566	1,712,414	1,731,706
-	-	-	-	34,809
-	-	-	(1,070,557)	-
556,795	786,130	494,099	7,133	-
(129,772)	-	1,122,630	-	-
(1,539,253)	(1,464,836)	(2,077,311)	(1,309,918)	(1,352,119)
1,510,679	1,783,732	1,770,769	(232,209)	848,110
26,574,948	24,791,216	23,020,447	23,252,656	22,404,546
28,085,627	26,574,948	24,791,216	23,020,447	23,252,656
1,279,709	1,306,976	1,391,074	1,442,906	1,720,919
109,866	130,749	115,233	128,299	129,468
142,644	146,845	152,199	140,228	134,687
2,019,990	1,977,411	1,340,094	(79,330)	1,370,989
(1,539,253)	(1,464,836)	(2,077,311)	(1,309,918)	(1,352,119)
(88,571)	(63,579)	(84,495)	(95,930)	(56,334)
1,924,385	2,033,566	836,794	226,255	1,947,610
18,371,272	16,337,706	15,500,912	15,274,657	13,327,047
20,295,657	18,371,272	16,337,706	15,500,912	15,274,657
$ 7,789,970	$ 8,203,676	$ 8,453,510	$ 7,519,535	$ 7,977,999
72.26%	69.13%	65.90%	67.34%	65.69%
$ 2,194,527	$ 2,259,154	$ 2,341,531	$ 2,257,178	$ 2,072,106
354.97%	363.13%	361.02%	333.14%	385.02%

City of Cocoa, Florida
Required Other Pension Supplementary Information - Schedule of Changes in Net Pension Liability and Related Ratios *(Continued)*
Last Ten Fiscal Years

General Employees' Pension Plan

	2023	2022	2021	2020	2019
Total Pension Liability					
Service Cost		$ -	$ -	$ 10,118	$ 8,673
Interest	938,087	997,820	1,026,769	1,090,679	1,146,191
Differences between Expected and Actual Experience	(7,228)	(770,285)	(137,270)	(649,539)	(449,972)
Changes of Assumptions	128,509	-	-	212,596	303,069
Benefit payments, including Refunds of Employee Contributions	(1,112,538)	(1,125,606)	(1,517,538)	(1,218,899)	(1,469,442)
Net Change in Total Pension Liability	(53,170)	(898,071)	(628,039)	(555,045)	(461,481)
Total Pension Liability - Beginning	14,557,568	15,455,639	16,083,678	16,638,723	17,100,204
Total Pension Liability - Ending (a)	14,504,398	14,557,568	15,455,639	16,083,678	16,638,723
Plan Fiduciary Net Position					
Contributions - Employer	64,269	189,622	218,100	342,201	540,614
Contributions - Employee	-	-	-	1,101	3,631
Net Investment Income	1,325,051	(2,349,671)	3,162,718	1,408,014	364,341
Benefit Payments, Including Refunds of Employee Contributions	(1,112,538)	(1,125,606)	(1,517,538)	(1,218,899)	(1,469,442)
Administrative Expense	(61,051)	(63,441)	(58,758)	(61,707)	(69,029)
Net Change in Plan Fiduciary Net Position	215,731	(3,349,096)	1,804,522	470,710	(629,885)
Plan Fiduciary Net Position - Beginning	12,883,724	16,232,820	14,428,298	13,957,588	14,587,473
Plan Fiduciary Net Position - Ending (b)	13,099,455	12,883,724	16,232,820	14,428,298	13,957,588
Net Pension Liability (Asset)- Ending (a) - (b)	$ 1,404,943	$ 1,673,844	$ (777,181)	$ 1,655,380	$ 2,681,135
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability (Asset)	90.31%	88.50%	105.03%	89.71%	83.89%
Covered Payroll	N/A	N/A	N/A	$ 22,014	$ 79,071
Net Pension Liability (Asset) as a Percentage of Covered Payroll	N/A	N/A	N/A	7519.67%	3390.79%

Notes to the schedules:
(1) The Covered Payroll numbers shown are in compliance with GASB 82, except for the September 30, 2015 measurement period which includes DROP payroll.
(2) As of 9/30/2021, there are no longer any active employees in the General Pension Plan.

City of Cocoa, Florida
Required Other Pension Supplementary Information - Schedule of Changes in Net Pension Liability and Related Ratios *(Continued)*
Last Ten Fiscal Years

2018	2017	2016	2015	2014
$ 16,218	$ 14,181	$ 29,795	$ 42,355	$ 47,142
1,180,886	1,249,866	1,188,448	1,212,220	1,212,422
(353,443)	(810,338)	90,981	(148,809)	-
-	320,883	1,307,508	280,514	-
(1,194,075)	(1,338,089)	(1,265,867)	(1,261,866)	(1,253,011)
(350,414)	(563,497)	1,350,865	124,414	6,553
17,450,618	18,014,115	16,663,250	16,538,836	16,532,283
17,100,204	17,450,618	18,014,115	16,663,250	16,538,836
585,825	622,133	651,442	711,229	789,489
3,954	4,993	8,293	11,199	14,167
1,525,741	1,621,502	1,014,663	88,087	1,269,824
(1,194,075)	(1,338,089)	(1,265,867)	(1,261,866)	(1,253,011)
(65,202)	(58,842)	(58,000)	(63,707)	(48,959)
856,243	851,697	350,531	(515,058)	771,510
13,731,230	12,879,533	12,529,002	13,044,060	12,272,550
14,587,473	13,731,230	12,879,533	12,529,002	13,044,060
$ 2,512,731	$ 3,719,388	$ 5,134,582	$ 4,134,248	$ 3,494,776
85.31%	78.69%	71.50%	75.19%	78.87%
$ 79,071	$ 99,870	$ 165,865	$ 360,114	$ 282,176
3177.82%	3724.23%	3095.64%	1148.04%	1238.51%

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

	2023	2022	2021	2020	2019
Total Pension Liability					
Service Cost	$ 720,313	$ 718,347	$ 637,629	$ 676,591	$ 622,141
Interest	2,850,148	2,692,421	2,668,887	2,580,719	2,416,957
Changes of Benefit Terms			-	-	-
Differences between Expected and Actual Experience	700,456	620,771	(838,548)	321,621	768,679
Changes of Assumptions		-	1,085,244	(375,217)	-
Contributions - Buy Back		-	-	-	-
Benefit Payments, Including Refund of Employee Contributions	(1,861,039)	(1,854,898)	(2,309,607)	(1,668,734)	(1,688,734)
Net Change in Total Pension Liability	2,409,878	2,176,641	1,243,605	1,534,980	2,119,043
Total Pension Liability - Beginning	39,522,586	37,345,945	36,102,340	34,567,360	32,448,317
Total Pension Liability - Ending (a)	41,932,464	39,522,586	37,345,945	36,102,340	34,567,360
Plan Fiduciary Net Position					
Contributions - Employer	596,183	543,654	693,459	815,347	867,341
Contributions - State	245,613	207,445	188,475	185,915	182,386
Contributions - Employee	236,837	248,755	236,028	220,107	212,363
Contributions - Buy Back		-	-	-	-
Net Investment Income	2,803,763	(5,685,506)	7,093,195	2,685,732	1,488,348
Benefit Payments, Including Refunds of Employee Contributions	(1,861,039)	(1,854,898)	(2,309,607)	(1,668,734)	(1,688,734)
Administrative Expense	(90,425)	(102,164)	(82,625)	(81,326)	(95,675)
Net Change in Plan Fiduciary Net Position	1,930,932	(6,642,714)	5,818,925	2,157,041	966,029
Plan Fiduciary Net Position - Beginning	32,678,715	39,321,429	33,502,504	31,345,463	30,379,434
Plan Fiduciary Net Position - Ending (b)	34,609,647	32,678,715	39,321,429	33,502,504	31,345,463
Net Pension Liability (Asset) - Ending (a) - (b)	$ 7,322,817	$ 6,843,871	$ (1,975,484)	$ 2,599,836	$ 3,221,897
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability (Asset)	82.54%	82.68%	105.29%	92.80%	90.68%
Covered Payroll	$ 3,643,650	$ 3,827,002	$ 3,631,200	$ 3,386,265	$ 3,267,124
Net Pension Liability (Asset) as a Percentage of Covered Payroll	200.97%	178.83%	-54.40%	76.78%	98.62%

Notes to the schedules:
(1) The Covered Payroll numbers shown are in compliance with GASB 82, except for the September 30, 2015 measurement period which includes DROP payroll.
(2) For measurement date 9/30/21, the investment rate of return was lowered from 7.5% to 7.25% per year, net of investment related expense.

City of Cocoa, Florida
Required Other Pension Supplementary Information - Schedule of Changes in Net Pension Liability and Related Ratios *(Continued)*
Last Ten Fiscal Years

2018	2017	2016	2015	2014
$ 674,529	$ 635,256	$ 618,297	$ 618,844	$ 674,987
2,446,824	2,321,762	2,201,265	2,131,633	2,089,717
308,630	-	-	(997,832)	-
(562,521)	153,793	(374,962)	(513,866)	-
854,009	-	1,036,841	-	-
-	-	10,045	6,362	-
(1,750,601)	(2,040,254)	(1,964,221)	(1,414,928)	(958,641)
1,970,870	1,070,557	1,527,265	(169,787)	1,806,063
30,477,447	29,406,890	27,879,625	28,049,412	26,243,349
32,448,317	30,477,447	29,406,890	27,879,625	28,049,412
829,616	586,260	943,008	1,052,280	1,247,515
171,608	154,134	146,531	135,036	137,207
208,055	195,078	206,653	197,582	188,931
-	-	10,045	6,362	-
1,849,653	2,676,958	2,337,754	(751,053)	2,455,052
(1,750,601)	(2,040,254)	(1,964,221)	(1,414,928)	(958,641)
(80,644)	(65,640)	(68,661)	(70,689)	(64,627)
1,227,687	1,506,536	1,611,109	(845,410)	3,005,437
29,151,747	27,645,211	26,034,102	26,879,512	23,874,075
30,379,434	29,151,747	27,645,211	26,034,102	26,879,512
$ 2,068,883	$ 1,325,700	$ 1,761,679	$ 1,845,523	$ 1,169,900
93.62%	95.65%	94.01%	93.38%	95.83%
$ 3,200,845	$ 3,001,194	$ 3,179,278	$ 3,657,284	$ 2,906,638
64.64%	44.17%	55.41%	50.46%	40.25%

City of Cocoa, Florida
Required Other Supplementary Information - Schedule of Contributions
Last Ten Fiscal Years

	2023	2022	2021	2020	2019
Firefighters' Pension Plan					
Actuarially Determined Contribution	$ 1,516,651	$ 1,699,711	$ 1,696,098	$ 1,628,901	$ 1,457,011
Contributions in Relation to the Actuarially Determined Contributions	(1,491,462)	(1,708,792)	(1,712,219)	(1,628,901)	(1,457,011)
Contribution Deficiency (Excess)	$ 25,189	$ (9,081)	$ (16,121)	$ -	$ -
Covered Payroll	$ 2,447,790	$ 2,454,101	$ 2,212,494	$ 2,168,687	$ 2,201,921
Contributions as a Percentage of Covered Payroll	60.93%	69.63%	77.39%	75.11%	66.17%
General Employees' Pension Plan					
Actuarially Determined Contribution	$ 64,269	$ 189,622	$ 236,082	$ 342,201	$ 522,632
Contributions in Relation to the Actuarially Determined Contributions	(64,269)	(189,622)	(218,100)	(342,201)	(540,614)
Contribution Deficiency (Excess)	$ -	$ -	$ 17,982	$ -	$ (17,982)
Covered Payroll	N/A	N/A	N/A	$ 22,014	$ 79,071
Contributions as a Percentage of Covered Payroll	N/A	N/A	N/A	1554.47%	660.97%
Police Officers' Pension Plan					
Actuarially Determined Contribution	$ 791,765	$ 765,400	$ 868,583	$ 958,990	$ 1,049,727
Contributions in Relation to the Actuarially Determined Contributions	(841,796)	(751,099)	(881,934)	(1,001,262)	(1,049,727)
Contribution Deficiency (Excess)	$ (50,031)	$ 14,301	$ (13,351)	$ (42,272)	$ -
Covered Payroll	$ 3,643,650	$ 3,827,002	$ 3,631,200	$ 3,386,265	$ 3,267,124
Contributions as a Percentage of Covered Payroll	23.10%	19.63%	24.29%	29.57%	32.13%

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. As of 9/30/21, there are no longer any active employees in the General Pension Plan.

City of Cocoa, Florida
Required Other Supplementary Information - Schedule of Contributions
Last Ten Fiscal Years

2018	2017	2016	2015	2014
$ 1,389,575	$ 1,437,725	$ 1,506,307	$ 1,571,205	$ 1,815,579
(1,389,575)	(1,437,725)	(1,506,307)	(1,571,205)	(1,815,579)
$ -	$ -	$ -	$ -	$ -
$ 2,194,527	$ 2,259,157	$ 2,341,531	$ 2,257,178	$ 2,072,106
63.32%	63.64%	64.33%	69.61%	87.62%
$ 585,687	$ 622,133	$ 651,442	$ 711,229	$ 789,489
(585,825)	(622,133)	(651,442)	(711,229)	(789,489)
$ (138)	$ -	$ -	$ -	$ -
$ 79,071	$ 99,870	$ 165,865	$ 360,114	$ 282,176
740.71%	622.94%	392.75%	197.50%	279.79%
$ 1,001,224	$ 740,394	$ 1,089,539	$ 1,187,316	$ 1,384,722
(1,001,224)	(740,394)	(1,089,539)	(1,187,316)	(1,384,722)
$ -	$ -	$ -	$ -	$ -
$ 3,200,845	$ 3,001,194	$ 3,179,278	$ 3,657,284	$ 2,906,638
31.28%	24.67%	34.27%	32.46%	47.64%

City of Cocoa, Florida
Required Other Pension Supplementary Information - Notes to Schedule

Notes to Schedule

Valuation Date: 10/01/2023

Actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

FIREFIGHTERS' PENSION PLAN

Valuation Date:	10/01/2023
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	7.15% 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%	0.18%
3+ / 30	0.0%	0.23%
N/A / 40	N/A	0.38%
N/A / 50	N/A	1.25%
N/A / 60+	N/A	2.61%

GENERAL EMPLOYEES' PENSION PLAN

Valuation Date:	10/01/2023
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	6.60% 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.
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.

POLICE OFFICERS' PENSION PLAN

Valuation Date:	10/01/2023
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	7.25% 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%	0.14%
2 / 30	10.0%	0.18%
3-19 / 40	4.0%	0.30%
20+ / 50	0.0%	1.00%
N/A / 60+	N/A	2.09%

City of Cocoa, Florida
Required Other Pension Supplementary Information - Schedule of Investment Returns
Last Ten Fiscal Years

	2023	2022	2021	2020	2019
Annual Money-Weighted Rate of Return					
Net of Investment Expense					
Firefighters' Pension Plan	7.36%	-17.24%	27.25%	7.89%	2.36%
General Employees' Pension Plan	10.67%	-14.82%	22.57%	10.26%	2.59%
Police Officers' Pension Plan	8.63%	-14.54%	21.38%	8.55%	4.93%

City of Cocoa, Florida
Required Other Pension Supplementary Information - Schedule of Investment Returns
Last Ten Fiscal Years

2018	2017	2016	2015	2014
11.12%	12.23%	9.03%	-0.19%	10.29%
11.42%	13.04%	8.39%	0.69%	10.60%
6.41%	9.83%	9.11%	-2.80%	10.27%

City of Cocoa, Florida
Schedule of Changes in the City's Total OPEB Liability and Related Ratios
Last Ten Fiscal Years*

	2023	2022	2021	2020	2019
Total OPEB Liability					
Service Cost	$ 1,214,837	$ 1,116,296	$ 1,156,667	$ 858,707	$ 950,505
Interest on the Total OPEB Liability	746,056	785,136	1,089,009	1,279,470	1,197,534
Changes in benefit terms	-	-	-	56,557	(12,150)
Difference between expected and actual experience of the Total OPEB Liability	(2,103,403)	-	(1,838,517)	-	788,341
Changes of assumptions and other inputs	(9,720,975)	838,504	(6,054,967)	5,055,380	(2,334,802)
Benefit payments	(1,409,881)	(1,290,637)	(1,377,173)	(1,331,321)	(1,281,410)
Net Change in Total OPEB Liability	(11,273,366)	1,449,299	(7,024,981)	5,918,793	(691,982)
Total OPEB Liability (Beginning)	33,556,580	32,107,281	39,132,262	33,213,469	33,905,451
Total OPEB Liability (Ending)	$ 22,283,214	$ 33,556,580	$ 32,107,281	$ 39,132,262	$ 33,213,469
Covered Employee Payroll at Measurement Period	$ 22,597,529	$ 22,224,560	$ 19,179,731	$ 22,758,924	$ 21,560,496
Total OPEB Liability as a Percentage of Covered Employee Payroll	98.61%	150.99%	167.40%	171.94%	154.05%

* 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 2.19% as of October 1, 2021 to 4.4% as of September 30, 2022.

There are no assets accumulated in a trust for Other Post-Employment Benefits. The City utilizes a pay-as-you-go method of funding.

City of Cocoa, Florida
Schedule of Changes in the City's Total OPEB Liability and Related Ratios
Last Ten Fiscal Years*

	2018
$	1,007,663
	1,092,025
	-
	-
	(1,867,983)
	(1,090,399)
	(858,694)
	34,764,145
$	33,905,451
$	21,096,736
	160.71%

City of Cocoa, Florida
Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - General Fund
Year Ended September 30, 2023

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues:				
Taxes	$ 12,144,570	$ 12,144,570	$ 12,782,994	$ 638,424
Special assessments	3,271,611	3,271,611	3,223,854	(47,757)
Licenses and permits	1,780,000	1,780,000	2,356,247	576,247
Intergovernmental	2,486,671	2,839,598	3,160,297	320,699
Charges for services	6,860,492	7,077,139	7,697,941	620,802
Fines and forfeitures	15,000	15,000	42,735	27,735
Interest earnings/(loss)	181,700	181,700	1,259,469	1,077,769
Miscellaneous	311,813	574,362	856,557	282,195
Total revenues	27,051,857	27,883,980	31,380,094	3,496,114
Expenditures:				
Category:				
City council:				
Personal services	121,467	67,357	44,255	23,102
Operating expenditures	83,422	46,305	25,181	21,124
	204,889	113,662	69,436	44,226
City manager:				
Personal services	755,722	393,029	163,958	229,071
Operating expenditures	50,080	31,299	12,346	18,953
	805,802	424,328	176,304	248,024
Information technology:				
Personal services	972,414	583,122	393,322	189,800
Operating expenditures	1,433,101	821,469	512,165	309,304
	2,405,515	1,404,591	905,487	499,104
Comprehensive planning:				
Personal services	-	87,540	84,298	3,242
Operating expenditures	-	209,086	73,245	135,841
	-	296,626	157,543	139,083
General accounting:				
Personal services	1,295,092	713,318	441,650	271,668
Operating expenditures	28,620	17,628	(2,367)	19,995
	1,323,712	730,946	439,283	291,663
Purchasing:				
Personal services	302,122	168,072	114,314	53,758
Operating expenditures	10,412	5,780	3,128	2,652
	312,534	173,852	117,442	56,410
Utility accounting:				
Personal services	1,499,723	-	-	-
Operating expenditures	783,000	-	-	-
	2,282,723	-	-	-
General operations:				
Personal services	817,855	800,030	724,505	75,525
Operating expenditures	2,735,448	7,429,536	1,671,177	5,758,359
Grants and Other Aids	1,295,020	1,315,020	1,265,709	49,311
	4,848,323	9,544,586	3,661,391	5,883,195
Human resources:				
Personal services	732,980	401,004	271,322	129,682
Operating expenditures	35,111	20,988	1,314	19,674
	768,091	421,992	272,636	149,356
City clerk:				
Personal services	251,715	145,590	98,844	46,746
Operating expenditures	24,964	13,790	4,605	9,185
	276,679	159,380	103,449	55,931

City of Cocoa, Florida
Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - General Fund (Continued)
Year Ended September 30, 2023

	Original Budget	Final Budget	Actual	Variance with Final Budget
Expenditures:				
Category:				
Community services administration:				
Personal services	206,577	206,577	188,274	18,303
Operating expenditures	13,716	384,603	38,578	346,025
	220,293	591,180	226,852	364,328
Communication grants:				
Personal services	-	80,664	78,507	2,157
Operating expenditures	-	2,244	1,914	330
	-	82,908	80,421	2,487
Fleet maintenance:				
Personal services	643,950	352,432	228,701	123,731
Operating expenditures	233,042	192,197	109,978	82,219
	876,992	544,629	338,679	205,950
Facility management:				
Personal services	702,818	420,501	283,385	137,116
Operating expenditures	955,109	551,739	244,701	307,038
	1,657,927	972,240	528,086	444,154
Public works administration:				
Personal services	249,285	274,008	272,766	1,242
Operating expenditures	19,008	19,008	14,157	4,851
	268,293	293,016	286,923	6,093
Capital projects management:				
Personal services	179,574	179,849	178,707	1,142
Operating expenditures	112,556	150,413	53,742	96,671
	292,130	330,262	232,449	97,813
Total General Government	16,543,903	16,084,198	7,596,381	8,487,817
Police administration:				
Personal services	8,525,609	8,593,926	7,194,047	1,399,879
Operating expenditures	1,238,133	1,254,986	971,930	283,056
	9,763,742	9,848,912	8,165,977	1,682,935
Police communications:				
Personal services	1,483,198	1,488,308	1,261,005	227,303
Operating expenditures	120,520	105,348	93,777	11,571
	1,603,718	1,593,656	1,354,782	238,874
Police code enforcement:				
Personal services	434,665	435,130	386,400	48,730
Operating expenditures	66,566	62,758	53,889	8,869
	501,231	497,888	440,289	57,599
Emergency disaster:				
Personal services	-	156,773	156,769	4
Operating expenditures	-	223,480	179,893	43,587
	-	380,253	336,662	43,591
Fire department administration:				
Personal services	741,874	616,460	589,681	26,779
Operating expenditures	68,241	188,241	155,634	32,607
	810,115	804,701	745,315	59,386
Fire department operations:				
Personal services	5,351,344	5,572,110	5,343,192	228,918
Operating expenditures	1,013,417	1,084,075	924,016	160,059
	6,364,761	6,656,185	6,267,208	388,977
Total Public Safety	19,043,567	19,781,595	17,310,233	2,471,362

City of Cocoa, Florida
Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - General Fund (Continued)
Year Ended September 30, 2023

	Original Budget	Final Budget	Actual	Variance with Final Budget
Expenditures:				
Category:				
Leisure services:				
Personal services	413,056	406,133	368,995	37,138
Operating expenditures	56,765	56,766	51,216	5,550
	469,821	462,899	420,211	42,688
Parks and beautification:				
Personal services	1,035,866	999,317	904,982	94,335
Operating expenditures	760,938	755,285	665,055	90,230
	1,796,804	1,754,602	1,570,037	184,565
Total Recreation	2,266,625	2,217,501	1,990,248	227,253
Economic development:				
Personal services	580,673	230,752	140,257	90,495
Operating expenditures	84,997	85,707	47,185	38,522
Aid to government agencies	12,500	12,500	12,500	-
Total Economic Development	678,170	328,959	199,942	129,017
Sanitation:				
Operating expenditures	2,959,065	3,259,532	3,249,201	10,331
Total Physical Environment	2,959,065	3,259,532	3,249,201	10,331
Transportation:				
Personal services	414,060	380,803	359,927	20,876
Operating expenditures	684,412	761,340	621,641	139,699
	1,098,472	1,142,143	981,568	160,575
Total Transportation	1,098,472	1,142,143	981,568	160,575
Capital Outlay	798,816	7,316,335	1,813,579	5,502,756
Debt Service:				
Principal	-	51,035	225,816	(174,781)
Interest	-	662	13,091	(12,429)
Total Debt Service	-	51,697	238,907	(187,210)
Total expenditures	43,388,618	50,181,960	33,380,059	16,801,901
Excess (deficiency) of revenues over (under) expenditures	(16,336,761)	(22,297,980)	(1,999,965)	20,298,015
Other Financing Sources (Uses):				
Transfers in	16,886,925	9,905,387	9,905,387	-
Transfers out	(1,442,101)	(1,577,202)	(1,577,202)	-
Proceeds from sales of capital assets	-	-	45,074	45,074
Debt issuance	-	-	548,198	548,198
Net other financing sources (uses)	15,444,824	8,328,185	8,921,457	593,272
Net change in fund balance	(891,937)	(13,969,795)	6,921,492	20,891,287
Fund balances, beginning of year	-	38,040,994	38,040,994	-
Fund balances, end of year	$ (891,937)	$ 24,071,199	$ 44,962,486	$ 20,891,287

City of Cocoa, Florida
Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - Cocoa Redevelopment Agency
Year Ended September 30, 2023

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues:				
Intergovernmental	$ 1,645,873	$ 1,594,600	$ 1,594,600	$ -
Interest earnings/(loss)	-	-	40,646	40,646
Miscellaneous	42,248	42,248	42,359	111
Total revenues	1,688,121	1,636,848	1,677,605	40,757
Expenditures:				
Economic development	615,321	563,961	109,579	454,382
Capital outlay	2,350,000	2,369,542	21,513	2,348,029
Principal	-	57,816	120,069	(62,253)
Interest	-	2,700	2,699	1
Total expenditures	2,965,321	2,994,019	253,860	2,740,159
Excess (deficiency) of revenues over (under) expenditures	(1,277,200)	(1,357,171)	1,423,745	2,780,916
Transfers in	-	41,059	41,059	-
Transfers out	(222,800)	(222,800)	(222,800)	-
Other financing sources	(222,800)	(181,741)	(181,741)	-
Net change in fund balance	(1,500,000)	(1,538,912)	1,242,004	2,780,916
Fund balances, beginning of year	1,699,168	1,699,168	1,699,168	-
Fund balances, end of year	$ 199,168	$ 160,256	$ 2,941,172	$ 2,780,916

City of Cocoa, Florida
Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - American Rescue Plan
Year Ended September 30, 2023

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues:				
Intergovernmental	$ -	$ 2,555,753	$ 1,055,320	$ (1,500,433)
Total revenues	-	2,555,753	1,055,320	(1,500,433)
Expenditures:				
General government	-	76,553	35,492	41,061
Economic development	-	50,000	-	50,000
Capital outlay	-	2,429,200	1,019,828	1,409,372
Total expenditures	-	2,555,753	1,055,320	1,500,433
Net change in fund balance	-	-	-	-
Fund balances, beginning of year	-	13,482	13,482	-
Fund balances, end of year	$ -	$ 13,482	$ 13,482	$ -

CITY OF COCOA, FLORIDA

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

September 30, 2023

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 budget for the fiscal year commencing the following October 1. The proposed 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 pursuant to Florida Statute are held by the City Council in September.

- 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, Brevard County Home Program Fund, Building Permits 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 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.

Capital Projects Funds are used to account for financial resources for large capital projects.

SPECIAL REVENUE FUNDS

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 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) through 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). The purpose of the program is to provide funds to local governments as an incentive for creating partnerships to produce and preserve affordable housing.

Loan Guarantee Fund - This fund is used to that record the debt service payments on a /U.S. Department of Housing & Urban Development Section 108 HUD loan for $894,000 that partially funded the Dr. Joe Lee Smith Community Center construction.

Opioid Settlement Fund - This fund is used to record the proceeds from the opioid settlement with manufacturers, distributors & dispensers of opioids that were sued by the state of Florida for their wrongful conduct in the opioid crisis to be paid out over 17 years beginning in 2023. Expenditures are to be used to abate the opioid crisis through substance use disorder treatment, prevention and recovery as well as mental health treatment.

Police Confiscated Fund - This fund is used to account for payments received from the state government through settled state police cases and expenditures for law enforcement activity per Florida Statute.

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 payments received from the federal government through settled federal police cases and expenditures for law enforcement activity per federal regulations.

Arbor Mitigation Fund - This fund is used to account for developer payment for tree removal and expenditures for tree replacements per City ordinance.

Building Permits Fund - This fund is used to account for building permit related revenue and expenditures in compliance with Florida Building Code.

DEBT SERVICE FUND - This fund is used to account for the servicing of general long-term debt not being financed by proprietary funds.

CAPITAL PROJECTS FUND - This fund is used to assist with reconciliation of large capital projects.

City of Cocoa, Florida
Combining Balance Sheet - Nonmajor Governmental Funds
September 30, 2023

	Special Revenue			
	Community Development Block Grant	Brevard County Home Program	Cocoa Housing Assistance Trust	Loan Guarantee
Assets:				
Cash and cash equivalents	$ -	$ 60,841	$ 284,851	$ 32,276
Restricted Cash	-	-	-	-
Investments	-	-	-	-
Accounts receivable, net	-	-	-	-
Due from other governments	308,292	37,327	-	-
Total assets	$ 308,292	$ 98,168	$ 284,851	$ 32,276
Liabilities:				
Accounts payable	87,895	-	-	-
Accrued payroll and related liabilities	880	234	681	-
Unearned revenue	-	-	231,857	-
Due to other governments	-	-	-	-
Escrow deposits	-	-	-	-
Total liabilities	88,775	234	232,538	-
Fund Balances:				
Restricted	219,517	97,934	52,313	32,276
Committed	-	-	-	-
Total fund balances (deficits)	219,517	97,934	52,313	32,276
Total liabilities and fund balances (deficits)	$ 308,292	$ 98,168	$ 284,851	$ 32,276

Special Revenue						Debt Service
Opioid Settlement	Police Confiscated	Police Special Education	Federal Forfeiture	Arbor Mitigation	Building Permits	Debt Service
$ -	$ 42,473	$ 31,420	$ 35,597	$ 159,075	$ 1,184,641	$ 56,434
32,211	-	-	-	-	-	-
-	-	-	-	-	-	562,753
-	-	-	-	-	1,047	-
-	-	87	-	-	-	-
$ 32,211	$ 42,473	$ 31,507	$ 35,597	$ 159,075	$ 1,185,688	$ 619,187
-	-	-	-	-	36,248	-
-	-	-	-	-	22,167	-
-	-	-	-	-	-	-
-	-	-	-	-	2,778	-
-	25,878	-	-	-	-	-
-	25,878	-	-	-	61,193	-
32,211	16,595	31,507	35,597	-	1,124,495	619,187
-	-	-	-	159,075	-	-
32,211	16,595	31,507	35,597	159,075	1,124,495	619,187
$ 32,211	$ 42,473	$ 31,507	$ 35,597	$ 159,075	$ 1,185,688	$ 619,187

Continued

City of Cocoa, Florida
Combining Balance Sheet - Nonmajor Governmental Funds
September 30, 2023

	Capital Projects	
	Capital Projects	Total Nonmajor Governmental Funds
Assets:		
Cash and cash equivalents	$ 1,613,963	$ 3,501,571
Restricted Cash	-	32,211
Investments	-	562,753
Accounts receivable, net	-	1,047
Due from other governments	-	345,706
Total assets	$ 1,613,963	$ 4,443,288
Liabilities:		
Accounts payable	-	124,143
Accrued payroll and related liabilities	-	23,962
Unearned revenue	-	231,857
Due to other governments	-	2,778
Escrow deposits	-	25,878
Total liabilities	-	408,618
Fund Balances:		
Restricted	-	2,261,632
Committed	1,613,963	1,773,038
Total fund balances (deficits)	1,613,963	4,034,670
Total liabilities and fund balances (deficits)	$ 1,613,963	$ 4,443,288

City of Cocoa, Florida
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Nonmajor Governmental Funds
Year Ended September 30, 2023

	Special Revenue			
	Community Development Block Grant	Brevard County Home Program	Cocoa Housing Assistance Trust	Loan Guarantee
Revenues				
Licenses, permits, and fees	$ -	$ -	$ -	$ -
Intergovernmental	176,521	113,744	54,575	-
Fines and forfeitures	-	-	-	-
Interest earnings/(loss)	267	331	3,634	480
Miscellaneous	-	-	-	-
Total revenues	176,788	114,075	58,209	480
Expenditures				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
Economic development	120,470	166,812	54,577	-
Debt service:				
Capital Outlay	-	-	-	-
Principal	-	-	-	45,000
Interest	-	-	-	24,600
Total expenditures	120,470	166,812	54,577	69,600
Excess (deficiency) of revenues over (under) expenditures	56,318	(52,737)	3,632	(69,120)
Other Financing Sources				
Transfers in	-	-	-	101,169
Transfers out	(101,169)	-	-	-
Debt issuance	-	-	-	-
Total other financing sources	(101,169)	-	-	101,169
Net change in fund balances	(44,851)	(52,737)	3,632	32,049
Fund balances, beginning of year	264,368	150,671	48,681	227
Fund balances (deficit), end of year	$ 219,517	$ 97,934	$ 52,313	$ 32,276

Special Revenue						Debt Service
Opioid Settlement	Police Confiscated	Police Special Education	Federal Forfeiture	Arbor Mitigation	Building Permits	Debt Service
$ -	$ -	$ -	$ -	$ -	$ 618,104	$ -
-	-	-	-	-	-	-
-	-	2,867	2,363	-	-	-
-	621	481	476	1,859	17,525	15,279
32,211	-	-	-	115,850	-	-
32,211	621	3,348	2,839	117,709	635,629	15,279
-	-	-	-	-	-	41
-	-	6,588	-	-	633,534	-
-	-	-	-	-	-	-
-	-	-	-	-	2,090	-
-	-	-	-	-	697	980,000
-	-	-	-	-	54	543,936
-	-	6,588	-	-	636,375	1,523,977
32,211	621	(3,240)	2,839	117,709	(746)	(1,508,698)
-	-	-	-	-	-	1,536,143
-	-	-	-	-	-	-
-	-	-	-	-	2,090	-
-	-	-	-	-	2,090	1,536,143
32,211	621	(3,240)	2,839	117,709	1,344	27,445
-	15,974	34,747	32,758	41,366	1,123,151	591,742
$ 32,211	$ 16,595	$ 31,507	$ 35,597	$ 159,075	$ 1,124,495	$ 619,187

Continued

City of Cocoa, Florida
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Nonmajor Governmental Funds
Year Ended September 30, 2023

	Capital Projects	
	Capital Projects	Total Nonmajor Governmental Funds
Revenues		
Licenses, permits, and fees	$ -	$ 618,104
Intergovernmental	-	344,840
Fines and forfeitures	-	5,230
Interest earnings/(loss)	32,372	73,325
Miscellaneous	-	148,061
Total revenues	32,372	1,189,560
Expenditures		
Current:		
General government	-	41
Public safety	-	640,122
Economic development	-	341,859
Debt service:		
Capital Outlay	-	2,090
Principal	-	1,025,697
Interest	-	568,590
Total expenditures	-	2,578,399
Excess (deficiency) of revenues over (under) expenditures	32,372	(1,388,839)
Other Financing Sources		
Transfers in	-	1,637,312
Transfers out	(840,437)	(941,606)
Debt issuance	-	2,090
Total other financing sources	(840,437)	697,796
Net change in fund balances	(808,065)	(691,043)
Fund balances, beginning of year	2,422,028	4,725,713
Fund balances (deficit), end of year	$ 1,613,963	$ 4,034,670

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, 2023

	Final Budget	Actual	Variance with Final Budget
Revenues:			
Intergovernmental	$ 155,644	$ 176,521	$ 20,877
Interest earnings/(loss)	-	267	267
Total revenues	155,644	176,788	21,144
Expenditures:			
Economic development	201,101	120,470	80,631
Total expenditures	201,101	120,470	80,631
Excess (deficiency) of revenues over (under) expenditures	(45,457)	56,318	101,775
Other Financing Sources:			
Transfers out	(101,169)	(101,169)	-
Net other financing sources	(101,169)	(101,169)	-
Net change in fund balance	(146,626)	(44,851)	101,775
Fund balances, beginning of year	264,368	264,368	-
Fund balances, end of year	$ 117,742	$ 219,517	$ 101,775

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, 2023

	Final Budget	Actual	Variance with Final Budget
Revenues:			
Intergovernmental	$ 82,793	$ 113,744	$ 30,951
Interest earnings/(loss)	-	331	331
Total revenues	82,793	114,075	31,282
Expenditures:			
Economic development	760,125	166,812	593,313
Total expenditures	760,125	166,812	593,313
Excess (deficiency) of revenues over (under) expenditures	(677,332)	(52,737)	624,595
Net change in fund balance	(677,332)	(52,737)	624,595
Fund balances, beginning of year	150,671	150,671	-
Fund balances, end of year	$ (526,661)	$ 97,934	$ 624,595

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, 2023

	Final Budget	Actual	Variance with Final Budget
Revenues:			
Intergovernmental	$ 196,317	$ 54,575	$ (141,742)
Interest earnings/(loss)	-	3,634	3,634
Total revenues	196,317	58,209	(138,108)
Expenditures:			
Economic development	196,767	54,577	142,190
Total expenditures	196,767	54,577	142,190
Excess (deficiency) of revenues over (under) expenditures	(450)	3,632	4,082
Net change in fund balance	(450)	3,632	4,082
Fund balances, beginning of year	48,681	48,681	-
Fund balances, end of year	$ 48,231	$ 52,313	$ 4,082

City of Cocoa, Florida
Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - Loan Guarantee Fund
Year Ended September 30, 2023

	Final Budget	Actual	Variance with Final Budget
Revenues:			
Interest earnings/(loss)	$ -	$ 480	$ 480
Total revenues	-	480	480
Expenditures:			
Principal	71,644	45,000	26,644
Interest	29,525	24,600	4,925
Total expenditures	101,169	69,600	31,569
Excess (deficiency) of revenues over (under) expenditures	(101,169)	(69,120)	32,049
Other Financing Sources:			
Transfers in	101,169	101,169	-
Net other financing sources	101,169	101,169	-
Net change in fund balance	-	32,049	32,049
Fund balances, beginning of year	227	227	-
Fund balances, end of year	$ 227	$ 32,276	$ 32,049

City of Cocoa, Florida
Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - Opioid Settlement Fund
Year Ended September 30, 2023

	Final Budget	Actual	Variance with Final Budget
Revenues:			
Miscellaneous	$ -	$ 32,211	$ 32,211
Total revenues	-	32,211	32,211
Net change in fund balance	-	32,211	32,211
Fund balances, beginning of year	-	-	-
Fund balances, end of year	$ -	$ 32,211	$ 32,211

City of Cocoa, Florida
Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - Police Special Education Fund
Year Ended September 30, 2023

	Final Budget	Actual	Variance with Final Budget
Revenues:			
Fines and forfeitures	$ 3,000	$ 2,867	$ (133)
Interest earnings/(loss)	-	481	481
Total revenues	3,000	3,348	348
Expenditures:			
Public safety	13,000	6,588	6,412
Total expenditures	13,000	6,588	6,412
Excess (deficiency) of revenues over (under) expenditures	(10,000)	(3,240)	6,760
Net change in fund balance	(10,000)	(3,240)	6,760
Fund balances, beginning of year	34,747	34,747	-
Fund balances, end of year	$ 24,747	$ 31,507	$ 6,760

City of Cocoa, Florida
Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - Arbor Mitigation
Year Ended September 30, 2023

	Final Budget	Actual	Variance with Final Budget
Revenues:			
Interest earnings/(loss)	$ -	$ 1,859	$ 1,859
Miscellaneous	15,000	115,850	100,850
Total revenues	15,000	117,709	102,709
Expenditures:			
Recreation	15,000	-	15,000
Total expenditures	15,000	-	15,000
Excess (deficiency) of revenues over (under) expenditures	-	117,709	117,709
Net change in fund balance	-	117,709	117,709
Fund balances, beginning of year	41,366	41,366	-
Fund balances, end of year	$ 41,366	$ 159,075	$ 117,709

City of Cocoa, Florida
Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - Building Permits Fund
Year Ended September 30, 2023

	Final Budget	Actual	Variance with Final Budget
Revenues:			
Licenses, permits, and fees	$ 487,200	$ 618,104	$ 130,904
Interest earnings/(loss)	-	17,525	17,525
Total revenues	487,200	635,629	148,429
Expenditures:			
Public safety	684,616	633,534	51,082
Capital Outlay	-	2,090	(2,090)
Principal	-	697	(697)
Interest	-	54	(54)
Total expenditures	684,616	636,375	48,241
Excess (deficiency) of revenues over (under) expenditures	(197,416)	(746)	196,670
Other Financing Sources:			
Debt issuance	-	2,090	2,090
Net other financing sources	-	2,090	2,090
Net change in fund balance	(197,416)	1,344	198,760
Fund balances, beginning of year	1,123,151	1,123,151	-
Fund balances, end of year	$ 925,735	$ 1,124,495	$ 198,760

City of Cocoa, Florida
Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - Debt Service Fund
Year Ended September 30, 2023

	Final Budget	Actual	Variance with Final Budget
Revenues:			
Interest earnings/(loss)	$ -	$ 15,279	$ 15,279
Total revenues	-	15,279	15,279
Expenditures:			
General government	42	41	1
Principal	980,000	980,000	-
Interest	556,101	543,936	12,165
Total expenditures	1,536,143	1,523,977	12,166
Excess (deficiency) of revenues over (under) expenditures	(1,536,143)	(1,508,698)	27,445
Other Financing Sources:			
Transfers in	1,536,143	1,536,143	-
Net other financing sources	1,536,143	1,536,143	-
Net change in fund balance	-	27,445	27,445
Fund balances, beginning of year	591,742	591,742	-
Fund balances, end of year	$ 591,742	$ 619,187	$ 27,445

City of Cocoa, Florida
Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - Capital Projects Fund
Year Ended September 30, 2023

	Final Budget	Actual	Variance with Final Budget
Revenues:			
Intergovernmental	$ 4,376,609	$ -	$ (4,376,609)
Interest earnings/(loss)	-	32,372	32,372
Total revenues	4,376,609	32,372	(4,344,237)
Expenditures:			
Capital outlay	5,036,172	-	5,036,172
Total expenditures	5,036,172	-	5,036,172
Excess (deficiency) of revenues over (under) expenditures	(659,563)	32,372	691,935
Other Financing Sources:			
Transfers out	(840,437)	(840,437)	-
Net other financing sources	(840,437)	(840,437)	-
Net change in fund balance	(1,500,000)	(808,065)	691,935
Fund balances, beginning of year	2,422,028	2,422,028	-
Fund balances, end of year	$ 922,028	$ 1,613,963	$ 691,935



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STATISTICAL SECTION

STATISTICAL SECTION

This part of the City of Cocoa, Florida's Annual Comprehensive 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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Unless otherwise noted, the information in these schedules is derived from the City's Annual Comprehensive Financial Report (ACFR), 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)

	2023	2022	2021	2020
Governmental activities				
Net investment in capital assets	$ 38,286,694	$ 38,679,745	$ 35,752,513	$ 35,811,644
Restricted	3,885,024	4,041,969	1,453,324	852,844
Unrestricted	6,313,529	3,335,395	2,992,511	(6,113,171)
Total governmental activities net position	48,485,247	46,057,109	40,198,348	30,551,317
Business-type activities				
Net investment in capital assets	159,312,574	147,634,466	144,119,852	144,746,450
Restricted	38,404,696	37,630,039	33,156,536	27,826,376
Unrestricted	33,469,931	25,942,805	2,089,919	8,350,313
Total business-type activities net position	231,187,201	211,207,310	179,366,307	180,923,139
Primary government				
Net investment in capital assets	197,599,268	186,314,211	179,872,365	180,558,094
Restricted	42,289,720	41,672,008	34,609,860	28,679,220
Unrestricted	39,783,460	29,278,200	5,082,430	2,237,142
Total primary government net position	$ 279,672,448	$ 257,264,419	$ 219,564,655	$ 211,474,456

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 FY 2020. The Working Capital Reserve is equal to 6 months of the Utility and the Stormwater Fund's operating expenses.

2019	2018	2017	2016	2015	2014
$ 29,498,816	$ 28,913,932	$ 19,280,723	$ 25,293,324	$ 20,134,496	$ 19,145,644
941,298	695,990	260,393	281,203	252,338	87,030
(2,679,661)	186,695	17,399,902	11,063,634	10,786,642	23,184,495
27,760,453	29,796,617	36,941,018	36,638,161	31,173,476	42,417,169
142,364,912	138,261,322	132,683,806	115,435,116	103,777,006	93,350,606
11,381,896	11,227,943	12,395,504	11,818,615	11,822,514	11,824,666
12,438,861	6,749,377	7,335,232	12,143,637	16,743,125	29,178,323
166,185,669	156,238,642	152,414,542	139,397,368	132,342,645	134,353,595
171,863,728	167,175,254	151,964,529	140,728,440	123,911,502	112,496,250
12,323,194	11,923,933	12,655,897	12,099,818	12,074,852	11,911,696
9,759,200	6,936,072	24,735,134	23,207,271	27,529,767	52,362,818
$ 193,946,122	$ 186,035,259	$ 189,355,560	$ 176,035,529	$ 163,516,121	$ 176,770,764

City of Cocoa, Florida
Changes in Net Position
Last Ten Fiscal Years - (accrual basis of accounting)

	2023	2022	2021	2020
Expenses				
Governmental activities:				
General government	$ 10,328,318	$ 8,369,986	$ 15,177,191	$ 14,796,779
Public safety	22,319,633	19,124,110	14,482,282	17,278,095
Recreation	3,087,843	1,982,854	1,496,465	1,535,106
Economic development	989,026	1,062,590	1,453,161	834,415
Physical environment	3,424,082	3,444,418	2,496,002	2,621,199
Transportation	1,255,168	1,103,133	1,075,246	1,445,676
Interest on long-term debt	560,200	573,249	595,990	621,498
Unallocated depreciation	-	-	-	-
Total governmental activities expenses	41,964,270	35,660,340	36,776,337	39,132,768
Business-type activities:				
Water and sewer	60,811,382	55,222,159	50,809,040	54,022,806
Stormwater utility	1,534,804	1,330,825	1,347,820	1,635,171
Total business-type activities	62,346,186	56,552,984	52,156,860	55,657,977
Total primary government activities	$ 104,310,456	$ 92,213,324	$ 88,933,197	$ 94,790,745
Program Revenues				
Governmental activities:				
Charges for services:				
General government	$ 275,576	$ 419,433	$ 7,137,848	$ 7,301,994
Public safety	4,548,677	4,492,653	4,288,892	3,160,398
Recreation	79,443	109,397	103,524	97,240
Economic development	-	-	-	-
Physical environment	7,066,671	6,622,088	5,718,099	5,168,075
Operating grants and contributions	2,157,576	2,771,593	3,055,169	1,956,391
Capital grants and contributions	1,056,647	755,253	1,600,242	1,803,247
Total governmental activities program revenues	15,184,590	15,170,417	21,903,774	19,487,345
Business-type activities:				
Charges for services:				
Water and sewer	79,366,257	75,562,582	70,592,100	71,399,930
Stormwater utility	2,122,264	1,984,061	1,869,683	1,680,054
Operating grants and contributions	50,000	26,954	-	-
Capital grants and contributions	7,059,347	2,685,358	5,338,039	4,280,474
Total business-type activities program revenues	88,597,868	80,258,955	77,799,822	77,360,458
Total primary government program revenues	$ 103,782,458	$ 95,429,372	$ 99,703,596	$ 96,847,803

2019	2018	2017	2016	2015	2014
$ 14,712,121	$ 14,324,743	$ 13,131,276	$ 12,001,545	$ 12,192,945	$ 11,008,561
18,071,667	16,768,238	16,180,830	12,593,567	15,887,751	15,569,379
1,607,032	1,476,661	1,404,532	1,221,987	1,236,510	1,248,559
3,008,059	1,192,366	1,534,682	817,422	1,075,995	849,547
2,376,579	2,304,779	3,144,201	3,055,646	3,061,232	2,774,929
1,221,639	774,532				
649,182	676,437	1,180,788	565,742	592,542	608,239
-	-	129,012	128,124	1,303,323	1,720,039
41,646,279	37,517,756	36,705,321	30,384,033	35,350,298	33,779,253
52,538,165	47,733,339	46,549,681	44,710,558	43,873,364	41,911,372
1,522,778	1,218,376	1,152,168	1,167,900	1,023,881	1,014,924
54,060,943	48,951,715	47,701,849	45,878,458	44,897,245	42,926,296
$ 95,707,222	$ 86,469,471	$ 84,407,170	$ 76,262,491	$ 80,247,543	$ 76,705,549
$ 6,599,101	$ 6,254,900	$ 7,095,604	$ 6,040,226	$ 5,975,125	$ 5,969,111
3,013,695	2,560,844	2,292,471	2,219,789	2,000,615	1,669,761
140,797	123,745	132,735	197,801	182,574	253,249
-	-	195,121	78,120	166,553	232,543
5,330,167	5,312,519	5,346,364	5,367,608	5,374,671	5,275,079
2,439,991	1,953,430	2,862,670	2,070,571	2,082,850	2,528,861
600,292	72,781	946,130	1,650,174	683,729	628,308
18,124,043	16,278,219	18,871,095	17,624,289	16,466,117	16,556,912
65,298,095	62,391,805	59,695,998	56,433,043	54,719,795	55,488,254
1,654,080	1,704,541	1,481,312	1,376,341	1,312,233	1,212,723
-	-	762,202	608,791	605,525	606,178
3,324,099	3,783,027	5,098,296	1,283,545	2,797,467	2,123,484
70,276,274	67,879,373	67,037,808	59,701,720	59,435,020	59,430,639
$ 88,400,317	$ 84,157,592	$ 85,908,903	$ 77,326,009	$ 75,901,137	$ 75,987,551

City of Cocoa, Florida
Changes in Net Position (Continued)
Last Ten Fiscal Years - (accrual basis of accounting)

Net (Expense)/Revenue	2023	2022	2021	2020
Governmental activities	$ (26,779,680)	$ (20,489,923)	$ (14,872,563)	$ (19,665,359)
Business-type activities	26,251,682	23,705,971	25,642,962	21,702,481
Total primary government net revenue (expense)	$ (527,998)	$ 3,216,048	$ 10,770,399	$ 2,037,122
General Revenues and Other Changes in Net Position				
Governmental activities:				
Property taxes	$ 8,652,439	$ 7,675,100	$ 6,769,653	$ 6,387,378
Public utility and telecommunication taxes	3,405,712	3,067,937	2,905,770	2,696,257
Franchise taxes	2,229,969	1,987,873	1,644,489	1,501,869
Shared revenues not restricted to specific programs	3,550,334	3,369,050	3,014,567	2,790,053
Gain on sale of capital assets	45,074	42,206	41,655	36,113
Unrestricted investment earnings	1,452,140	(414,746)	150,447	358,105
Miscellaneous	908,511	2,659,069	828,665	477,476
Transfers, net	8,842,150	7,962,195	9,164,348	8,208,972
Special item	-	-	-	-
Total governmental activities	29,086,329	26,348,684	24,519,594	22,456,223
Business-type activities:				
Unrestricted investment earnings	2,384,784	(2,338,768)	101,372	1,046,181
Miscellaneous	146,010	227,026	49,245	124,444
Gain on sale of capital assets	39,565	8,969	13,937	73,336
Transfers, net	(8,842,150)	(7,962,195)	(9,164,348)	(8,208,972)
Special item	-	-	-	-
Total business-type activities	(6,271,791)	(10,064,968)	(8,999,794)	(6,965,011)
Total primary government	$ 22,814,538	$ 16,283,716	$ 15,519,800	$ 15,491,212
Change in Net Position				
Governmental activities	$ 2,306,649	$ 5,858,761	$ 9,647,031	$ 2,790,864
Business-type activities	19,979,891	13,641,003	16,643,168	14,737,470
Total primary government	$ 22,286,540	$ 19,499,764	$ 26,290,199	$ 17,528,334

Schedule 2 (continued)

2019	2018	2017	2016	2015	2014
$ (23,522,236)	$ (21,239,537)	$ (17,834,226)	$ (12,759,744)	$ (18,884,181)	$ (17,222,341)
16,215,331	18,927,658	19,335,959	13,823,262	14,537,775	16,504,343
$ (7,306,905)	$ (2,311,879)	$ 1,501,733	$ 1,063,518	$ (4,346,406)	$ (717,998)
$ 5,635,515	$ 5,168,838	$ 5,000,611	$ 4,699,241	$ 4,528,807	$ 4,520,106
2,611,295	2,628,618	2,169,692	2,179,176	2,142,546	2,011,573
1,556,102	1,454,938	1,438,506	1,418,014	1,427,925	1,392,338
2,435,036	3,706,378	2,340,469	2,088,744	2,012,550	1,983,054
-	9,271				
668,857	142,396	56,406	100,577	154,667	90,445
195,168	395,608	550,203	503,570	829,289	529,855
8,384,099	7,280,466	6,590,172	7,226,129	11,102,408	11,706,620
-	-	-	-	-	-
21,486,072	20,786,513	18,146,059	18,215,451	22,198,192	22,233,991
2,041,815	217,198	175,279	235,491	283,248	232,887
-	-	42,959	69,094	75,422	127,933
73,980	97,002	53,149	153,005	-	-
(8,384,099)	(7,280,466)	(6,590,172)	(7,226,129)	(11,102,408)	(11,706,620)
-	-	-	-	-	-
(6,268,304)	(6,966,266)	(6,318,785)	(6,768,539)	(10,743,738)	(11,345,800)
$ 15,217,768	$ 13,820,247	$ 11,827,274	$ 11,446,912	$ 11,454,454	$ 10,888,191
$ (2,036,164)	$ (453,024)	$ 311,833	$ 5,455,707	$ 3,314,011	$ 5,011,650
9,947,027	11,961,392	13,017,174	7,054,723	3,794,037	5,158,543
$ 7,910,863	$ 11,508,368	$ 13,329,007	$ 12,510,430	$ 7,108,048	$ 10,170,193

City of Cocoa, Florida
Fund Balances, Governmental Funds
Last Ten Fiscal Years - (modified accrual basis of accounting)

	2023	2022	2021	2020
General Fund				
Nonspendable	$ 527,956	$ 338,544	$ 1,619,914	$ 1,470,589
Restricted	88,531	67,000	67,000	69,234
Committed	11,844,641	11,844,641	11,844,641	12,271,647
Assigned	18,730,692	12,260,884	8,640,013	8,779,000
Unassigned	13,770,666	13,529,925	10,052,041	4,894,070
Total general fund	$ 44,962,486	$ 38,040,994	$ 32,223,609	$ 27,484,540
All other Governmental Funds				
Nonspendable	$ 8,741	$ -	$ 6,878	$ 5,435
Restricted	5,207,545	3,974,969	4,451,526	3,366,108
Committed	1,773,038	2,463,394	3,184,896	3,568,732
Assigned	-	-	-	-
Unassigned (deficit)	-	-	-	-
Total all other government funds	$ 6,989,324	$ 6,438,363	$ 7,643,300	$ 6,940,275

Schedule 3

2019	2018	2017	2016	2015	2014
$ 1,666,589	$ 1,768,057	$ 297,130	$ 172,051	$ 438,024	$ 232,583
-	-	-	-	-	-
12,288,375	11,400,743	10,403,251	10,000,000	10,000,000	10,200,000
6,250,000	14,494,250	11,600,000	10,855,020	10,855,020	1,520,181
5,396,667	5,148,440	9,877,964	11,976,517	14,297,920	18,192,939
$ 25,601,631	$ 32,811,490	$ 32,178,345	$ 33,003,588	$ 35,590,964	$ 30,145,703
$ 6,603	$ 4,915	$ 848,268	$ 898,415	$ 968,115	$ 996,435
3,314,866	2,551,525	1,236,715	281,203	252,338	87,030
7,981,809	1,716,632	-	-	-	-
-	-	5,860,345	1,915,995	2,358,327	2,674,300
(66,298)	-	(123,735)	237,552	(63,357)	(271,886)
$ 11,236,980	$ 4,273,072	$ 7,821,593	$ 3,333,165	$ 3,515,423	$ 3,485,879

City of Cocoa, Florida
Changes in Fund Balances, Governmental Funds
Last Ten Fiscal Years - (modified accrual basis of accounting)

	2023	2022	2021	2020
Revenues				
Taxes	$ 12,782,994	$ 11,361,377	$ 10,275,024	$ 9,677,404
Special Assessments	3,223,854	3,119,213	2,820,550	2,721,693
Licenses and permits	2,974,351	2,822,602	2,731,283	1,963,338
Intergovernmental	6,155,057	6,230,189	6,421,491	5,446,234
Charges for services	7,697,941	7,456,969	12,923,865	12,117,136
Fines and forfeitures	47,965	81,132	22,350	21,024
Investment earnings	1,373,440	(245,781)	135,609	299,109
Miscellaneous	1,046,977	753,327	781,243	1,285,582
Total revenues	35,302,579	31,579,028	36,111,415	33,531,520
Expenditures				
General government	7,631,914	6,416,151	13,489,944	13,823,252
Public safety	17,950,355	17,447,956	16,365,131	15,367,802
Economic development	651,380	757,232	1,419,925	680,050
Recreation	1,990,248	1,860,215	1,399,392	1,326,355
Physical environment	3,249,201	3,435,739	2,566,011	2,500,070
Transportation	981,568	869,429	880,011	1,262,206
Capital outlay	2,857,010	5,449,869	1,747,473	8,354,051
Principal	1,371,582	1,516,675	1,384,000	1,105,000
Interest	584,380	597,431	620,171	645,679
Other Debt Service	-	-	-	19,936
Bond issuance costs	-	-	-	-
Total expenditures	37,267,638	38,350,697	39,872,058	45,084,401
Deficiency of revenues under expenditures	(1,965,059)	(6,771,669)	(3,760,643)	(11,552,881)
Other financing sources (uses)				
Transfers in	11,583,758	14,724,432	12,480,592	11,217,983
Transfers out	(2,741,608)	(4,251,218)	(3,316,244)	(3,009,011)
Proceeds from sale of capital assets	45,074	42,206	41,655	36,113
Lease proceeds	-	865,431	-	-
Payment to refunded debt escrow agent	-	-	-	-
Bond discount	-	-	-	-
Bond premium	-	-	-	-
Debt issuance	550,288	-	-	894,000
Total other financing sources (uses)	9,437,512	11,380,851	9,206,003	9,139,085
Net change in fund balances	$ 7,472,453	$ 4,609,182	$ 5,445,360	$ (2,413,796)
Debt service as a percentage of noncapital expenditures	5.7%	6.4%	5.3%	4.8%

Schedule 4

2019	2018	2017	2016	2015	2014
$ 8,829,764	$ 7,797,456	$ 7,170,303	$ 8,296,431	$ 8,099,278	$ 7,924,017
-	-	-	-	-	-
4,485,335	4,122,684	5,005,518	313,935	181,103	167,418
4,559,650	5,342,696	6,091,329	5,495,267	5,238,875	4,512,528
11,637,669	11,376,107	11,247,118	13,404,589	13,292,807	12,917,593
28,802	43,643	42,184	93,881	42,560	62,464
492,683	73,525	89,494	131,533	192,048	70,053
1,286,535	1,269,512	732,555	705,100	858,069	885,609
31,320,438	30,025,623	30,378,501	28,440,736	27,904,740	26,539,682
12,770,519	11,940,914	11,519,260	10,342,933	9,987,287	9,199,043
15,082,113	14,249,945	13,586,273	14,348,468	13,521,776	13,588,277
2,252,073	1,003,355	1,563,100	959,938	1,155,565	950,343
1,391,840	1,231,144	1,203,552	1,106,032	1,142,761	1,194,672
2,266,188	2,198,447	3,188,741	2,826,143	3,161,046	2,498,692
1,070,922	621,326	-	-	-	-
2,494,869	7,210,525	7,759,900	6,431,769	5,028,077	3,022,931
1,302,873	1,084,910	1,031,000	1,143,729	1,070,500	934,036
726,183	700,618	628,762	557,042	583,843	599,540
-	-	-	-	-	-
-	-	283,542	-	-	-
39,357,580	40,241,184	40,764,130	37,716,054	35,650,855	31,987,534
(8,037,142)	(10,215,561)	(10,385,629)	(9,275,318)	(7,746,115)	(5,447,852)
16,298,453	7,990,703	7,014,528	7,873,404	11,159,572	11,877,562
(7,914,354)	(816,158)	(424,356)	(1,457,807)	(57,164)	(170,942)
18,069	23,773	52,486	90,087	108,512	17,084
-	101,472	-	-	-	-
-	-	(9,928,053)	-	-	-
-	-	(42,045)	-	-	-
-	-	511,647	-	-	-
-	-	16,865,000	-	2,010,000	-
8,402,168	7,299,790	14,049,207	6,505,684	13,220,920	11,723,704
$ 365,026	$ (2,915,771)	$ 3,663,578	$ (2,769,634)	$ 5,474,805	$ 6,275,852
5.5%	5.4%	5.0%	5.4%	5.4%	5.3%

City of Cocoa, Florida
General Governmental Revenues by Sources
Last Ten Fiscal Years - (accrual basis of accounting) **Schedule 5**

Fiscal Year	Property Taxes	Utility Taxes and Franchise Fees	Inter-governmental (1)*	Other*	Totals
2023	$ 8,652,439	$ 5,635,681	$ 6,155,057	$ 14,859,402	$ 35,302,579
2022	7,675,100	5,055,810	6,230,189	12,617,929	31,579,028
2021	6,769,653	5,149,860	6,421,491	17,770,411	36,111,415
2020	6,387,378	4,198,126	5,446,234	17,499,782	33,531,520
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

(1) Includes local option gas tax.
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
2023	$ 1,628,510,190	$ 264,426,268	$ 6,770,722	$ 511,531,793
2022	1,443,390,470	253,655,264	6,374,418	475,009,058
2021	1,356,570,120	261,328,133	4,092,279	449,968,814
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	1,002,254,870	261,193,143	4,067,057	376,627,031
2017	940,958,240	270,529,563	3,869,600	355,293,089
2016	874,284,810	277,265,631	3,514,003	337,493,706
2015	838,137,370	268,432,534	2,656,441	328,336,969
2014	820,754,020	277,223,578	2,335,457	325,183,520

Source: Brevard County Property Appraiser.

Schedule 6

	Total Taxable Assessed Value	Total Direct Tax Rate		Estimated Actual Taxable Value	Taxable Assessed Value as a Percentage of Actual Taxable Value
$	1,388,175,387	6.453%	$	1,376,480,690	100.850%
	1,228,411,094	6.453%		1,222,019,304	100.523%
	1,172,021,718	5.979%		1,166,698,204	100.456%
	1,099,762,247	5.979%		1,093,766,539	100.548%
	971,766,039	5.979%		967,726,786	100.417%
	890,888,039	5.979%		888,479,522	100.271%
	860,064,314	5.979%		857,337,863	100.318%
	817,570,738	5.979%		818,427,691	99.895%
	780,889,376	5.979%		782,374,729	99.810%
	775,129,535	5.979%		775,765,766	99.918%

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	
2023	6.4532	4.4631	5.4950	0.2294	16.6407
2022	6.4532	4.8700	5.8500	0.2509	17.4241
2021	5.9790	5.0381	5.9420	0.2607	17.2198
2020	5.9790	5.2553	6.0860	0.2734	17.5937
2019	5.9790	5.4432	6.2990	0.2882	18.0094
2018	5.9790	5.8130	6.9160	0.4823	19.1903
2017	5.9790	5.4692	7.2750	0.3343	19.0575
2016	5.9790	5.6310	7.3390	0.3509	19.2999
2015	5.9811	5.7979	7.6060	0.3628	19.7478
2014	5.9811	5.9199	8.0960	0.3658	20.3628

(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

		2023	
Rank	Tax Payer	Amount Levied	Percentage of Total City Levy
1	Wal-Mart Stores East LP	$ 478,064	6.03%
2	CF Dolphin COI LLC	185,215	2.34%
3	Cocoa Grand, LLC	158,047	1.99%
4	East Florida Motor Sales, Inc	82,025	1.03%
5	Sam's East, Inc.	60,506	0.76%
6	Cocoa Commons Stations LLC	58,503	0.74%
7	Mike Erdman Motors, Inc.	50,744	0.64%
8	Sunrise Mobile Home Park LLC	48,331	0.61%
9	2600 Clearlake Rd LLC	45,596	0.58%
10	ILPT 4S COCOA LLC	44,159	0.56%
	Total	$ 1,211,190	15.28%
	Total Amount Levied	$ 8,958,078	

Source: Brevard County Tax Collector.

		2014	
Rank	Taxpayer	Amount Levied	Percentage of Total City Levy
1	Wal-Mart Stores East LP	$ 52,017	1.12%
2	RLV Cocoa Commons	37,369	0.81%
3	12550 LC	28,699	0.62%
4	Oaks Meadows LTD Partnership	22,421	0.48%
5	Monmouth Real Estate	19,133	0.41%
6	Cocoa Commercial Properties	18,535	0.40%
7	Sunrise Mobile Home Park LLC	18,415	0.40%
8	Green Cocoa Limited Partnership	15,396	0.33%
9	600 LC	12,390	0.27%
10	Yardley Family Limited & Partnership	12,556	0.27%
	Total	$ 236,931	5.11%
	Total Amount Levied	$ 4,636,129	

Source: Brevard County Tax Collector.

City of Cocoa, Florida
Property Tax Levies and Collections
Last Ten Fiscal Years **Schedule 9**

Fiscal Year	Amount Levied	Current Year Collections: Amount Collected	Current Year Collections: Percentage of Levy	Delinquent Tax Collections (1)	Total Collections to Date: Total Amount Collected	Total Collections to Date: Percentage of Levy
2023	$ 8,958,078	$ 8,295,655	92.61%	$ 355,517	$ 8,651,172	96.57%
2022	7,927,087	7,378,533	93.08%	296,567	7,675,100	96.82%
2021	7,007,446	6,468,872	92.31%	300,781	6,769,653	96.61%
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%

Source: Tax Certificate, Brevard County Property Appraiser.
Financial records of the City of Cocoa, Florida.

(1) Includes delinquent taxes, penalties and tax certificates.

City of Cocoa, Florida
Water Rates
Last Ten Fiscal Years **Schedule 10**

Tier rate structure as adopted via 2020 Utility Rate Study.

TIER RATE STRUCTURE BY METER SIZE EFFECTIVE 04/01/2021

Meter Size	1st Tier	2nd Tier	3rd Tier	4th Tier
3/4"	0-5	6-10	11-20	over 20
1"	0-13	14-25	26-50	over 50
1.5"	0-43	44-85	86-170	over 170
2"	0-100	101-200	201-400	over 400
3"	0-300	301-600	601-1,200	over 1,200
4"	0-425	426-850	851-1,700	over 1,700
6"	0-3,250	3,251-6,500	6,501-13,000	over 13,000
8"	0-10,000	10,001-20,000	20,001-40,000	over 40,000
10"	0-21,000	21,001-42,000	42,001-84,000	over 84,000

TIER RATE STRUCTURE BY METER SIZE THROUGH 03/31/2021

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

INSIDE COCOA CITY LIMITS

BASE RATES

			2021								
	2023	2022	EFFECTIVE 4/01/21	10/01/21-3/30/21	2020	2019	2018	2017	2016	2015	2014
3/4"	$ 16.01	$ 15.39	$ 14.80	$ 16.44	$ 16.44	$ 15.66	$ 14.91	$ 14.34	$ 13.66	$ 13.26	$ 13.26
1"	37.07	35.64	34.27	39.82	39.82	37.92	36.11	34.72	33.07	32.11	32.11
1.5"	86.21	82.89	79.70	72.22	72.22	68.78	65.50	62.98	59.98	58.23	58.23
2"	135.35	130.14	125.13	180.63	180.63	172.03	163.84	157.54	150.04	145.67	145.67
3"	307.32	295.50	284.13	433.62	433.62	412.97	393.30	378.17	360.16	349.67	349.67
4"	528.42	508.10	488.56	650.42	650.42	619.45	589.95	567.26	540.25	524.51	524.51
6"	1,125.07	1,081.80	1,040.19	1,228.63	1,228.63	1,170.12	1,114.40	1,071.54	1,020.51	990.79	990.79
8"	1,967.39	1,891.72	1,818.96	1,707.49	1,707.49	1,626.18	1,548.74	1,489.17	1,418.26	1,376.95	1,376.95
10"	2,950.10	2,836.63	2,727.53	2,189.30	2,189.30	2,082.05	1,982.90	1,906.63	1,815.84	1,762.95	1,762.95
VOLUME RATES PER THOUSAND GALLONS											
1st Tier	$ 3.70	$ 3.56	$ 3.42	$ 3.42	$ 3.42	$ 3.26	$ 3.10	$ 2.98	$ 2.84	$ 2.76	$ 2.76
2nd Tier	$ 7.29	$ 7.01	$ 6.74	$ 6.55	$ 6.55	$ 6.24	$ 5.94	$ 5.71	$ 5.44	$ 5.28	$ 5.28
3rd Tier	$ 10.36	$ 9.96	$ 9.58	$ 8.54	$ 8.54	$ 8.13	$ 7.74	$ 7.44	$ 7.09	$ 6.88	$ 6.88
4th Tier	$ 13.51	$ 12.99	$ 12.49	$ 11.50	$ 11.50	$ 10.95	$ 10.43	$ 10.03	$ 9.55	$ 9.27	$ 9.27

OUTSIDE COCOA CITY LIMITS

BASE RATES

			2021								
	2023	2022	EFFECTIVE 4/01/21	10/01/21-3/30/21	2020	2019	2018	2017	2016	2015	2014
3/4"	$ 17.61	$ 16.93	$ 16.28	$ 18.08	$ 18.08	$ 17.23	$ 16.40	$ 15.77	$ 15.03	$ 14.59	$ 14.59
1"	40.78	39.20	37.70	43.80	43.80	41.71	39.72	38.19	36.38	35.32	35.32
1.5"	94.83	91.18	87.67	79.44	79.44	75.66	72.05	69.28	65.98	64.06	64.06
2"	148.89	143.15	137.64	198.69	198.69	189.23	180.22	173.29	165.04	160.23	160.23
3"	338.05	325.05	312.54	476.98	476.98	454.27	432.63	415.99	396.18	384.64	384.64
4"	581.26	558.91	537.41	715.46	715.46	681.40	648.95	623.99	594.28	576.96	576.96
6"	1,237.58	1,189.98	1,144.21	1,351.49	1,351.49	1,287.13	1,225.84	1,178.69	1,122.56	1,089.87	1,089.87
8"	2,164.13	2,080.89	2,000.86	1,878.24	1,878.24	1,788.80	1,703.61	1,638.09	1,560.09	1,514.65	1,514.65
10"	3,245.11	3,120.29	3,000.28	2,408.23	2,408.23	2,290.26	2,181.19	2,097.29	1,997.42	1,939.25	1,939.25
VOLUME RATES PER THOUSAND GALLONS											
1st Tier	$ 4.07	$ 3.92	$ 3.76	$ 3.76	$ 3.76	$ 3.59	$ 3.41	$ 3.28	$ 3.12	$ 3.04	$ 3.04
2nd Tier	$ 8.02	$ 7.71	$ 7.41	$ 7.21	$ 7.21	$ 6.86	$ 6.53	$ 6.28	$ 5.98	$ 5.81	$ 5.81
3rd Tier	$ 11.40	$ 10.96	$ 10.54	$ 9.39	$ 9.39	$ 8.94	$ 8.51	$ 8.18	$ 7.80	$ 7.57	$ 7.57
4th Tier	$ 14.86	$ 14.29	$ 13.74	$ 12.65	$ 12.65	$ 12.05	$ 11.47	$ 11.03	$ 10.51	$ 10.20	$ 10.20

City of Cocoa, Florida
Waste Water Rates
Last Ten Fiscal Years

Schedule 11

INSIDE COCOA CITY LIMITS
BASE RATES

Meter Size	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
3/4"	$ 19.20	$ 18.46	$ 17.75	$ 15.89	$ 15.13	$ 14.41	$ 13.86	$ 13.20	$ 12.82	$ 12.82
1"	44.89	43.16	41.50	29.73	28.31	26.96	25.92	24.69	23.97	23.97
1.5"	104.81	100.78	96.90	59.62	56.78	54.08	52.00	49.52	48.08	48.08
2"	164.74	158.40	152.31	148.96	141.87	135.11	129.91	123.72	120.12	120.12
3"	374.48	360.08	346.23	596.15	567.76	540.72	519.92	495.16	480.74	480.74
4"	644.16	619.38	595.56	894.22	851.64	811.09	779.89	742.75	721.12	721.12
6"	1,371.83	1,319.07	1,268.34	1,609.61	1,532.96	1,459.96	1,403.81	1,336.96	1,298.02	1,298.02
8"	2,399.17	2,306.89	2,218.16	2,575.49	2,452.85	2,336.05	2,246.20	2,139.24	2,076.93	2,076.93
10"	3,597.70	3,459.33	3,326.28	3,702.29	3,525.99	3,358.09	3,228.93	3,075.17	2,985.60	2,985.60
Volume Rate										
Per 1,000 Gal.	$ 7.78	$ 7.48	$ 7.19	$ 7.53	$ 7.17	$ 6.83	$ 6.57	$ 6.26	$ 6.08	$ 6.08

OUTSIDE COCOA CITY LIMITS
BASE RATES

Meter Size	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
3/4"	$ 24.00	$ 23.08	$ 22.19	$ 19.87	$ 18.92	$ 18.02	$ 17.33	$ 16.50	$ 16.03	$ 16.03
1"	56.10	53.94	51.87	37.16	35.39	33.70	32.40	30.86	29.96	29.96
1.5"	131.02	125.98	121.13	74.53	70.98	67.60	65.00	61.90	60.10	60.10
2"	205.92	198.00	190.38	186.19	177.32	168.88	162.38	154.65	150.15	150.15
3"	468.10	450.10	432.79	745.19	709.70	675.90	649.90	618.95	600.93	600.93
4"	805.19	774.22	744.44	1,117.77	1,064.54	1,013.85	974.86	928.44	901.40	901.40
6"	1,714.80	1,648.85	1,585.43	2,012.01	1,916.20	1,824.95	1,754.76	1,671.20	1,622.53	1,622.53
8"	2,998.95	2,883.61	2,772.70	3,219.36	3,066.06	2,920.06	2,807.75	2,674.05	2,596.16	2,596.16
10"	4,497.13	4,324.16	4,157.85	4,627.86	4,407.49	4,197.61	4,036.16	3,843.96	3,732.00	3,732.00
Volume Rate										
Per 1,000 Gal.	$ 9.72	$ 9.35	$ 8.99	$ 9.43	$ 8.98	$ 8.55	$ 8.22	$ 7.83	$ 7.60	$ 7.60

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 (mgd**)	Change in Avg. Daily Flow
2023	88,136	0.83%	$ 62,187,837	5.47%	18.993	3.17%
2022	87,413	1.91%	58,961,835	6.61%	18.409	-9.87%
2021	85,778	1.64%	55,304,853	0.30%	20.424	-0.82%
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%

Waste Water System

Year	Number of Customers	Increase in Customers	Annual Revenue*	Increase in Revenue	Avg. Daily Flow (mgd**)	Change in Avg. Daily Flow
2023	7,865	0.32%	$ 7,069,130	5.19%	1.780	0.79%
2022	7,840	2.18%	6,720,122	6.23%	1.766	-12.57%
2021	7,673	4.65%	6,325,718	6.79%	2.020	-7.97%
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%

* 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
Ratios 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	Leases (2)	SBITAS (3)	Note Payable	Direct Borrowing	Net Issuance Discounts & Premiums
2023	$ 6,610,000	$ 6,865,000	$ -	$ 585,651	$ 374,810	$ -	$ 484,000	$ 324,517
2022	6,960,000	7,050,000		756,755	-	974,000	529,000	348,697
2021	7,295,000	7,225,000	-	-	-	2,761,000	639,000	372,878
2020	7,620,000	7,395,000	-	-	-	2,761,000	894,000	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)

(1) See Schedule 18 - Demographic and Economic Statistics.

(2) Prior to 10/1/21, the City had Capital Lease agreements. As of 10/1/21, the City had Lease obligations as defined under GASB Statement No. 87.

(3) As of 10/1/23, the City had Subscription-based IT Arrangement (SBITA) obligations as defined under GASB Statement No. 96.

Schedule 13

	Business-type Activities							
	Water and Sewer Bonds	Leases	SBITAS (3)	Note and Loans Payable	Net Issuance Discounts & Premiums	Total Primary Government	Percentage of Personal Income (1)	Per capita (1)
$	79,028,000	$ 3,372,061	$ 136,444	$ -	$ 5,587,496	$ 103,367,979	9.1%	$ 5,196
	84,916,000	3,701,791	-	-	5,897,176	111,133,419	9.6%	5,336
	90,785,002	-	-	-	6,206,855	115,284,735	11.4%	5,853
	82,715,000	-	-	13,850,555	6,516,536	122,149,150	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

City of Cocoa, Florida
Ratio of General Bonded Debt Outstanding
Last Ten Fiscal Years **Schedule 14**

	General Bonded Debt Outstanding							
Fiscal Year	Capital Improvement Revenue Bonds	Fire Protection Assessment Revenue Bond	Net Issuance Discounts & Premiums	Total	Percentage of Actual Taxable Value of Property (in thousands)	Per Capita	Population (1)	Net Assessed Value (in thousands)
2023	$ 6,610,000	$ 6,865,000	$ 324,517	$ 13,799,517	0.010	$ 693.72	19,892	$ 1,376,481
2022	6,960,000	7,050,000	348,697	14,358,697	0.012	721.83	19,892	1,222,019
2021	7,295,000	7,225,000	372,878	14,892,878	0.013	770.57	19,327	1,166,698
2020	7,620,000	7,395,000	397,059	15,412,059	0.014	797.40	19,328	1,093,767
2019	7,935,000	7,560,000	421,240	15,916,240	0.016	801.69	19,328	967,727
2018	8,731,065	7,679,356	445,421	16,855,842	0.019	850.90	19,286	888,480
2017	9,051,647	7,837,955	469,602	17,359,204	0.020	914.51	18,982	857,338
2016	9,376,026	-	(173,974)	9,202,052	0.011	488.61	18,833	818,428
2015	9,642,327	-	(182,673)	9,459,654	0.012	516.55	18,313	782,375
2014	9,898,628	-	(191,372)	9,707,256	0.013	549.12	17,678	775,766

(1) Source: Bureau of Economic and Business Research, University of Florida.

State Statutes impose no limitation on the amount of bonded debt the City can issue and the City has not adopted a legal debt limit.

City of Cocoa, Florida
Direct and Overlapping Governmental Activities Debt
September 30, 2023 **Schedule 16**

Governmental Unit	Debt Outstanding (1)	Applicable Percentage (2)	City's Estimated Share of Direct and Overlapping Debt
Brevard County	$ 11,848,225	2.96%	$ 350,130
City of Cocoa Direct Debt (Governmental Activities)			
Revenue Bonds net of related premiums and discounts			13,799,517
Revenue Notes			484,000
			14,283,517
Total Direct and Overlapping Debt			$ 14,633,647

(1) Source: Brevard County Annual Comprehensive Financial Report. Table 12
(2) Source: Brevard County Annual Comprehensive Financial Report. Table 7

City of Cocoa, Florida
Pledged Revenue Coverage
Last Ten Fiscal Years - (in thousands of dollars) **Schedule 17**

	Water and Sewer System Revenue Bonds						
				Debt Service			
Fiscal Year	Pledged Revenues (1)	Less: Operating Expenses (2)	Net Available Revenue	Principal (3)	Interest	Total	Coverage (4)
2023	$ 77,864	$ 37,103	$ 40,761	$ 3,930	$ 3,361	$ 7,291	5.59
2022	68,498	33,117	35,381	3,755	3,532	7,287	4.86
2021	66,833	29,621	37,212	3,595	3,688	7,283	5.11
2020	67,067	32,010	35,057	3,445	3,837	7,282	4.81
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

(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) Required coverage is 1.25.

City of Cocoa, Florida
Demographic and Economic Statistics
Last Ten Fiscal Years **Schedule 18**

Fiscal Year	Population (1)	Personal Income	Per Capita Personal Income (2)	Unemployment Rate (3)
2023	19,892	$ 1,130,203,764	$ 56,817	3.2%
2022	19,892	1,103,548,484	55,477	4.0%
2021	19,327	995,475,789	51,507	3.8%
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%

(1) Source: Bureau of Economic and Business Research, University of Florida Annual 2022.

(2) Source: bea.gov/data/income-saving/personal-income-county - metro and other areas.

(3) Source: U.S. Department of Labor, Bureau of Labor Statistics, Palm Bay-Melbourne-Titusville, FL (Metropolitan Areas).



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City of Cocoa, Florida
Principal Employers
Current and Nine Years Ago

	2023		
Rank	**Employer (1)**	**Employees (1)**	**% of Total Employment (2)**
1	Walmart Distribution	670	5.85%
2	Pubix	631	5.51%
3	City of Cocoa	458	4.00%
4	Beyel Brothers, Inc.	434	3.79%
5	Eastern Florida State College - Cocoa Campus	424	3.70%
6	Wal-Mart Associates, Inc.	344	3.00%
7	Brevard Robotics, Inc.	315	2.75%
8	Mike Erdman Automotive	253	2.21%
9	Met-Con	204	1.78%
10	Sam's Club	152	1.33%
		3,885	33.89%

(1) Source: The companies listed above.
(2) Source: Space Coast Economic Development Council.

Schedule 19

2014			
Rank	Employer	Employees	% of Total Employment
1	Eastern Florida State College	615	7.54%
2	City of Cocoa	420	5.15%
3	Wal-Mart Associates	330	4.05%
4	Beyel Brothers, Inc.	210	2.58%
5	Sun & Skin Care Research LLC	175	2.15%
6	Sam's Club	150	1.84%
7	Brevard Robotics, Inc.	130	1.59%
8	Pubix	130	1.59%
9	Diamonback America	124	1.52%
10	Coastal Steel, Inc	120	1.47%
	Total Employees	2,404	29.48%

Source: Bureau of Economic and Business Research.

City of Cocoa, Florida
Full-Time Equivalent City Government Employees by Function/Program
Last Ten Fiscal Years

Function/Program	2023	2022	2021	2020
General government				
City Manager/OMB	4.00	4.00	4.00	4.00
City Clerk	3.00	3.00	3.00	3.00
Finance	12.50	10.00	11.00	12.50
Customer Service	19.00	22.00	23.00	22.00
Human Resources	7.00	7.00	7.00	6.50
Purchasing	5.00	5.00	4.00	3.00
Information Technology	11.00	10.00	9.00	9.00
Fleet Services	7.00	7.00	6.00	7.00
Growth & Economic Development	2.50	2.00		
Community Services	8.80	8.80	12.00	14.00
Public Safety				
Police Department	95.00	93.00	94.00	97.00
Fire Department	39.00	44.00	45.00	41.00
Public Works	30.00	29.00	27.00	28.80
Water	155.75	151.00	148.00	153.50
Wastewater	43.25	46.00	40.00	39.00
Stormwater	6.00	6.00	7.00	6.60
Recreation	8.20	9.20	6.00	9.00
Total	457.00	457.00	446.00	455.90

Source: City of Cocoa Finance Department.

Note 1: Beginning in Fiscal Year 2017, the City of Cocoa moved Code Enforcement from Community Services to Public Safety - Police Department.

Note 2: Beginning in Fiscal Year 2021, the Warehouse Department began reporting to Purchasing.

Note 3: Beginning in Fiscal Year 2022, the City of Cocoa moved Growth and Economic Development into its own Department.

Schedule 20

2019	2018	2017	2016	2015	2014
5.00	4.00	4.00	3.00	3.00	3.00
3.00	3.00	3.00	3.00	3.00	3.00
11.50	11.50	11.50	12.00	11.00	12.00
22.00	29.00	28.00	26.00	25.00	25.00
6.50	5.50	6.50	7.00	6.00	4.00
3.00	3.00	3.00	3.00	3.00	2.00
10.50	9.50	9.50	8.50	7.50	8.00
6.50	6.00	7.00	7.00	7.00	7.00
13.00	9.80	11.80	16.00	18.00	17.00
97.00	95.00	92.50	89.50	95.25	92.00
47.00	48.00	45.00	44.00	44.00	43.00
27.80	24.80	26.80	28.00	27.00	27.00
150.50	150.00	149.00	128.00	127.00	129.00
37.00	36.00	36.00	33.00	33.00	28.00
7.60	5.40	7.40	6.00	5.00	7.00
8.50	4.50	5.00	5.00	5.00	3.00
456.40	445.00	446.00	419.00	419.75	410.00

City of Cocoa, Florida
Operating Indicators by Function/Program
Last Ten Fiscal Years

Function/Program	2023	2022	2021	2020
General government				
Building permits issued	1,778	1,821	1,632	1,818
Building inspections conducted	5,800	7,671	5,108	5,741
Police				
Physical arrests	858	1,065	993	1,124
Parking violations	5	3	11	20
Traffic violations	1,501	1,415	1,493	1,522
Fire				
Emergency responses	6037	5,956	5,821	4,770
Fire responses	125	151	135	114
Inspections	988	1,800	2,200	707
Public Works				
Streets resurfacing (miles)	3	5	2	2
Water				
New connections	873	1,424	1,036	1,223
Water main breaks	108	101	83	59
Average daily consumption (thousands of gallons)	18,993	18,409	20,424	20,592
Peak daily consumption (thousands of gallons)	22,150	22,842	24,991	26,175
Wastewater				
Average daily sewage treatment (thousands of gallons)	1,780	1,766	2,020	2,195

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).

2019	2018	2017 (1)	2016	2015	2014
2,012	1,503	1,084	1,063	996	917
4,695	2,738	3,294	3,618	3,669	2,890
1,450	1,451	1,274	1,054	1,543	1,636
34	31	49	48	24	12
2,380	2,455	2,568	1,630	2,096	3,161
5,323	5,425	5,413	5,139	4,835	4,481
95	107	144	107	96	108
1,226	252	199	83	73	102
2	-	6	4	2	4
1,078	916	803	707	719	522
84	75	135	83	107	118
20,166	20,298	21,929	21,247	21,954	21,223
25,292	26,444	27,695	28,271	27,550	26,867
2,040	2,308	2,176	2,077	2,139	1,796

City of Cocoa, Florida
Capital Asset Statistics by Function/Program
Last Ten Fiscal Years

	2023	2022	2021	2020	2019
Function/Program					
Police Stations	1	1	1	1	1
Fire Stations	3	3	3	3	3
Other Public Works					
Streets (miles)	80	79	79	79	79
Street Lights	2,182	2,212	2,182	2,182	2,182
Traffic Signals	146	146	146	146	146
Water					
Water mains (miles)	1,399	1,388	1,375	1,376	1,369
Fire Hydrants in Cocoa	741	730	710	706	701
Fire Hydrants - Total System	7,352	7,039	6,956	6,814	6,773
Storage capacity					
(thousands of gallons)	22,500	22,500	22,500	22,500	22,500
Wastewater					
Sanitary sewers (miles) (1)	126	135	135	135	130
Treatment capacity					
(thousands of gallons)	4,500	4,500	4,500	4,500	4,500

Sources: Various City of Cocoa departments.

(1) City of Cocoa, Sanitary Sewers (miles) for fiscal years 2017, 2016 and 2015 have been restated to exclude Private Sewer miles.

Schedule 22

2018	2017	2016	2015	2014
1	1	1	1	1
3	3	3	3	3
79	79	79	79	93
2,182	2,182	2,182	2,004	2,004
146	146	146	146	146
1,360	1,353	1,341	1,339	1,331
699	689	687	685	687
6,718	6,658	6,590	6,499	6,515
22,500	22,500	22,500	22,500	22,500
130	119	118	118	117
4,500	4,500	4,500	4,500	4,500



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MSL
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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

The Honorable Mayor and
Members of the City Council
City of Cocoa, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, 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, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated March 22, 2024.

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) as a basis for designing 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 financial statements. 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 March 22, 2024.

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
March 22, 2024



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, 2023, and have issued our report thereon dated March 22, 2024.

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 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 March 22, 2024, 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. There were no 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 for the City. 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 communicate 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.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.544(1)(i)6, *Rules of the Auditor General,* the Cocoa Community Redevelopment Agency reported:

a. The total number of district employees compensated in the last pay period of the district's fiscal year as zero (0).
b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the district's fiscal year as seven (7).
c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as zero (0).
d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency as $37,684.
e. Each construction project with a total cost of at least $65,000 approved by the district that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project as:
    1. Lee Wenner Park Parking – Budget $1,500,000 – Expensed $3,121
f. A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the district amends a final adopted budget under Section 189.016(6), Florida Statutes, as zero (0).

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.544(1)(i)6, *Rules of the Auditor General,* the Diamond Square Community Redevelopment Agency reported:

a. The total number of district employees compensated in the last pay period of the district's fiscal year as zero (0).

b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the district's fiscal year as two (2).
c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as zero (0).
d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency as $37,624.50.
e. Each construction project with a total cost of at least $65,000 approved by the district that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project as zero (0).
f. A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the district amends a final adopted budget under Section 189.016(6), Florida Statutes, as zero (0).

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.544(1)(i)6, *Rules of the Auditor General,* the Housing Authority of the City of Cocoa reported:

a. The total number of district employees compensated in the last pay period of the district's fiscal year as eight (8).
b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the district's fiscal year as six (6).
c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as $632,536.
d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency as $324,979.59.
e. Each construction project with a total cost of at least $65,000 approved by the district that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project as zero (0).
f. A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the district amends a final adopted budget under Section 189.016(6), Florida Statutes, as zero (0).

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
March 22, 2024

MSL
Certified Public Accountants

INDEPENDENT ACCOUNTANT'S REPORT

The Honorable Mayor and
Members of the City Council
City of Cocoa, Florida

We have examined the City of Cocoa, Florida's (the "City") compliance with the requirements of Section 218.415, Florida Statutes, during the fiscal year ended September 30, 2023. 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 AICPA. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the City complied with those requirements, in all material respects. 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.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

In our opinion, the City complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2023.

MSL, P.A.
Certified Public Accountants

Orlando, Florida
March 22, 2024



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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

Opinion on 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 U.S. Office of Management and Budget ("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, 2023. 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.

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 fiscal year ended September 30, 2023.

Basis for Opinion for Each Major Federal Program

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; and 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). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibility of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs and state projects.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program and state project as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on 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 a 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.

Report on Internal Control over Compliance *(Continued)*

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses as defined above. However, material weaknesses may exist that have not been identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

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. Accordingly, this report is not suitable for any other purpose.

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 activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City as of and for the fiscal year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated March 22, 2024, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying Schedule of Expenditures of Federal Awards is presented for the 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
March 22, 2024

City of Cocoa, Florida
Schedule of Expenditures of Federal Awards
For the Fiscal Year Ended September 30, 2023

Federal Agency/Pass-through Grantor/Program Title	*Contract / Grant No.*	*Assistance Listing 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. 29920	20-DG-11083112-001	10.664	$ 24,925	
Total U.S. Department of Agriculture			**$ 24,925**	
U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT				
Direct Program				
Community Development Block Grants/Entitlement Grants	B-21-MC-12-0003	14.218	$ 120,930	$ 23,347
Community Development Block Grants/Entitlement Grants (CARES CV)	COVID-19-B-20-MW-12-0003	14.218	69,140	69,140
Subtotal - Direct Programs			**$ 190,070**	**$ 92,487**
Indirect Program, Pass through Brevard County:				
Home Investment Partnerships Program	M-20-DC-12-00200	14.239	$ 166,813	$ 86,491
Subtotal - Indirect Programs			**$ 166,813**	**$ 86,491**
Total U.S. Department of Housing & Urban Development			**$ 356,883**	**$ 178,978**
U.S. DEPARTMENT OF THE INTERIOR				
Direct Program				
Historic Preservation Fund Grants-In-Aid	P21AP11733-00	15.904	$ 12,300	
Total U.S. Department of the Interior			**$ 12,300**	
U.S. DEPARTMENT OF JUSTICE				
Direct Program				
Bulletproof Vest Partnership Program				
Public Safety Partnership and Community Policing Grant	2021-BU-BX-2202	16.607	11,189	-
Edward Byrne Memorial Justice Assistance Grant Program - 2021	15PBJA-21-GG-01363-JAGX	16.738	8,960	-
Subtotal - Direct Programs			**$ 20,149**	**$ -**
Indirect Program, pass through Department of Legal Affairs, Office of the Attorney General (OAG)				
Crime Victim Assistance	VOCA-2022-City of Cocoa Police Dept-00181	16.575	$ 118,921	**$ -**
Subtotal - Indirect Programs			**118,921**	**-**
Total U.S. Department of Justice			**$ 139,070**	**$ -**
U.S. DEPARTMENT OF THE TREASURY				
Direct Programs				
Coronavirus State and Local Fiscal Recovery Funds (American Rescue Plan)	COVID-19-1505-0271	21.027	$ 1,055,320	
Federal Emergency Management Agency				
Indirect Program, Pass-through State of Florida Division of EmergencyManagement				
Disaster Grants - Public Assistance (Presidentially Declared Disasters)				
Hurricane Ian (Note 4)	FEMA-EM-3584-FL	97.036	$ 28,201	
Total Federal Emergency Management Agency			**$ 28,201**	
Subtotal Direct Programs			**$ 1,083,521**	**$ -**
Indirect Program, Pass through Florida Housing Finance Corporation				
FEMA/Hazard Mitigation Grant Program (HMGP)	Lift Station 1 4337-232 R	97.039	$ 477,877	$ -
Total Indirect Programs			**$ 477,877**	**$ -**
Total U. S. Department of the Treasury			**$ 1,561,398**	**$ -**
TOTAL EXPENDITURES OF FEDERAL AWARDS			**$ 2,094,576**	**$ 178,978**

City of Cocoa, Florida
Schedule of Expenditures of Federal Awards
For the Fiscal Year Ended September 30, 2023

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 - INDIRECT COST RATE

The City has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4 - DISASTER GRANTS - PUBLIC ASSISTANCE

Expenditures for Hurricane Ian were incurred during fiscal year 2023 for certain projects. Emergency Assistance projects were approved and obligated by Florida Public Assistance in fiscal year 2023. Projects not obligated by Florida Public Assistance are not considered as expenses towards a Disaster Grant. For full disclosure of federal funds received, expenses incurred and covered by "Disaster Grants - Public Assistance - (Presidentially Declared Disasters)" obligated and/or reimbursed in FY2023 have been included in the FY 2023 SEFA.

NOTE 5 - FEMA / HAZARD MITIGATION FRANT PROGRAM (HMGP)

Lift Station #1 had expenditures of $34,550.95 incurred in prior year; however additional funds were obligated in FY23; therefore, those funds are shown in the FY23 SEFA schedule.

CITY OF COCOA, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

For the Year Ended September 30, 2023

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 Program(s):

AL Number(s)	Name of Federal Program(s)
21.027	Coronavirus State and Local Fiscal Recovery Funds

Dollar threshold used to distinguish between Type A and Type B programs:	Federal	$750,000
Auditee qualified as low-risk auditee?	_X_ Yes	___ No

Section II - Findings Related to the Financial Statement Audit, as required to be reported in accordance with *Government Auditing Standards*

No matters are reported.

Section III - Federal Award Findings and Questioned Costs Section reported in accordance with the Uniform Guidance

No matters are reported.

Section IV - Status of Prior Year Findings

No matters were reported in the prior year affecting federal financial assistance programs.

Finance Department
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8600
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 2023.

Rebecca J. Bowman, MBA, CGFO, CGFM
Finance Director

STATE OF FLORIDA
COUNTY OF BREVARD:

SWORN TO AND SUBSCRIBED before me this 11 day of October, 2023, by Rebecca J. Bowman who is personally known to me.

SIGNATURE OF NOTARY PUBLIC-STATE OF FLORIDA

Legislation Details (With Text)

File #:	24-155	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Agenda Ready	
File created:	3/19/2024		**In control:**	City Council	
On agenda:	4/9/2024		**Final action:**		
Title:	Approve the adoption of the National Institute of Standards and Technology Cybersecurity Framework and authorize the Chief Technology Officer to complete the Local Governance Cybersecurity Standards Attestation Form via the Florida Digital Service online portal before the January 1, 2025, deadline to affirm that required standards have been adopted. (Chief Technology Officer)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Cocoa Local Governance Cybersecurity Standards Attestation Form.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 19, 2024
Agenda Date: April 9, 2024
Prepared By: Robert Beach, Chief Technology Officer
Through: Stockton Whitten, City Manager
Requested Action:
Approve the adoption of the National Institute of Standards and Technology Cybersecurity Framework and authorize the Chief Technology Officer to complete the Local Governance Cybersecurity Standards Attestation Form via the Florida Digital Service online portal before the January 1, 2025, deadline to affirm that required standards have been adopted.

BACKGROUND:

Florida Statute 282.3185 (4) Cybersecurity Standards states:

(a) Each local government shall adopt cybersecurity standards that safeguard its data, information technology, and information technology resources to ensure availability, confidentiality, and integrity. The cybersecurity standards must be consistent with generally accepted best practices for cybersecurity, including the National Institute of Standards and Technology Cybersecurity Framework.
(b) Each county with a population of 75,000 or more must adopt the cybersecurity standards required by this subsection by January 1, 2024. Each county with a population of less than 75,000 must adopt the cybersecurity standards required by this subsection by January 1, 2025.
(c) Each municipality with a population of 25,000 or more must adopt the cybersecurity standards required by this subsection by January 1, 2024. Each municipality with a population of less

than 25,000 must adopt the cybersecurity standards required by this subsection by January 1, 2025.

(d) Each local government shall notify the Florida Digital Service of its compliance with this subsection as soon as possible.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the adoption of the National Institute of Standards and Technology Cybersecurity Framework and authorize the Chief Technology Officer to complete the Local Governance Cybersecurity Standards Attestation Form via the Florida Digital Service online portal before the January 1, 2025 deadline to affirm that required standards have been adopted.

Local Governance Cybersecurity Standards Attestation Form

As required by Section 282.3185(4)(d), Florida Statutes (F.S.), each local government shall notify the Florida Digital Service of its compliance with the subsection as soon as possible.

Local Government Organizational Name: *

Please indicate the name of the local government which you are representing:

City of Cocoa

Please indicate if your organization has adopted Cybersecurity Standards. *

- (●) Yes
- ( ) No

Adopted Cybersecurity Standards

Please indicate which cybersecurity standards your organization has adopted:

NIST Cybersecurity Framework

Date of Adoption: *

04/09/2024

Cybersecurity Point of Contact

Please indicate the best point of contact for this effort:

Name: *

Robert Beach

Title: *

Chief Technology Officer

Email: *

rbeach@cocoafl.gov

Office Phone Number: *

+1 (321) 433-8550

Cell Phone Number:

+1 (321) 830-2373

Acknowledgement of FS *

By checking the box on this form, you attest to the requirements set forth in Section 282.3185(4) F.S.

☑

Form Submitted by: *

(Name)

Robert Beach

Title: *

Chief Technology Officer

Email: *

rbeach@cocoafl.gov

Form Submitted by Office Phone Number: *

+1 (321) 433-8550

☑ Send me a copy of my responses

Email address

rbeach@cocoafl.gov

Submit

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Legislation Details (With Text)

File #:	24-161	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Agenda Ready	
File created:	3/21/2024		**In control:**	City Council	
On agenda:	4/9/2024		**Final action:**		
Title:	Approve Resolution 2024-034 for Partial Vacation of certain Utility Easements and Approve replacement Utility Easement Agreement between the City of Cocoa, Cirrus Apartments, LLC (Cirrus), and Cocoa Retail LLC (Cocoa Retail). (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	UTILITY EASEMENT AGREEMENT - CIRRUS APARTMENTS - PARTIALLY EXECUTED Resolution 2024-034 Vacating Portions of Easements on Cirrus Property Exhibit A - Description and Depiction of Easements to be Vacated _ 11545_100_018_to be vacated 11545_200_029-Esmts-029_r1.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 21, 2024
Agenda Date: April 9, 2024
Prepared By: John A. Walsh, P. E., Utilities Director
Through: Kristin Eick, Assistant City Attorney; Stockton Whitten, City Manager
Requested Action:
Approve Resolution 2024-034 for Partial Vacation of certain Utility Easements and Approve replacement Utility Easement Agreement between the City of Cocoa, Cirrus Apartments, LLC (Cirrus), and Cocoa Retail LLC (Cocoa Retail)

BACKGROUND:

Cirrus and Cocoa Retail are the owners of contiguous properties with Parcel IDs 24-36-18-27-*-1 and 24-36-18-27-*-1.01 (the Property). As part of the project Cirrus and Cocoa Retail installed water, sewer, and reclaim lines and appurtenances (Utility Facilities) on the property for which ownership of the utilities is intended to be conveyed to the City of Cocoa. Staff has worked closely with Cirrus and Cocoa Retail and the City Attorney is recommending a non-exclusive easement in perpetuity for the construction, installation, repair, operation, connection to, disconnection from and maintenance of such Utility Facilities, as well as a non-exclusive perpetual easement for ingress and egress across the Property in order to access and use the Utility Easement as provided within the Agreement. In addition, the City of Cocoa already has several Utility Easements, described as follows, on the property, which must be partially vacated due to the new construction. The new Utilities Easement being approved will serve as a replacement and is in the location of the new utility lines being installed for the project. Where the partial vacation of the existing easement is occurring, the existing

utility lines are no longer in use.

The following easements are subject to partial vacation as described in the attached documents:

- Reuse, Water Main, and Sanitary Sewer easements dedicated via the Hope Depot Cocoa plat, Plat Book 57, Page 87 of the Official Records of Brevard County
- Force Main and Sewer Line & Ingress/Egress Easement granted by Interchange Associates to the City of Cocoa, recorded in the Official Records of Brevard County, Book 3372, Page 4486.
- Water Line & Ingress/Egress Easement Agreement, granted by Interchange Associates to the City of Cocoa, recorded in the Official Records of Brevard County, Book 5510, Page 1779.

Upon approval by Council, the City Manager working with the City Attorney and Utilities Director will complete the closing and the City Manager will execute the required documents.

Staff recommends City Council approve the new Utility Easement Agreement and partial vacation of the existing utility easements as described above.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure.

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

Approve Resolution 2024-034 for the Partial Vacation of certain Utility Easements and Approve replacement Utility Easement Agreement between the City of Cocoa, Cirrus Apartments, LLC (Cirrus), and Cocoa Retail LLC (Cocoa Retail).

Prepared by and return to:
Monica Arsenault, City Clerk
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Parcel ID. #(s): 24-36-18-27-*-1 & 24-36-18-27-*-1.01

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (this "**Agreement**") is made the last date signed below, by CIRRUS APARTMENTS, LLC, a Florida limited liability company, which has a mailing address of 1211 N. Westshore Blvd., Suite 801, Tampa, FL 33607 ("**Cirrus**") and COCOA RETAIL LLC, a Florida limited liability company, which has a mailing address of 1825 Riverview Drive, Melbourne, FL 32901 ("**Cocoa Retail**" and together with Cirrus, the "**Grantors**") in favor of the **CITY OF COCOA**, a Florida municipal corporation, and having a mailing address of 65 Stone Street, Cocoa, Florida 32922 (hereinafter "**Grantee**").

WITNESSETH:

WHEREAS, Cirrus and Cocoa Retail are the owners of certain contiguous parcels of real property located within Brevard County, Florida (collectively, the "**Property**"); and

WHEREAS, Grantors have designed, permitted and constructed certain facilities for the provision of sanitary sewer, re-use, water and other utilities to the Property, including water lines, water mains, sewer lines, re-use water lines, pipes, service lines, tees, joints and appurtenances (hereinafter "**Utility Facilities**"), for which Grantors intend to convey ownership of such Utility Facilities to Grantee; and

WHEREAS, Grantee requires a non-exclusive perpetual easement for the construction, installation, repair, replacement, operation, connection to, disconnection from and maintenance of such Utility Facilities, as well as a non-exclusive perpetual easement for ingress and egress across the Property in order to access and use the Utility Easement as provided herein; and

WHEREAS, providing of Utility Facilities to the Property constitutes a public purpose; and

NOW, THEREFORE, in consideration of the public purpose stated herein, and the mutual covenants, terms, and conditions and restrictions contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated fully herein by this reference.

2. **Grant of Easement**. Grantors hereby voluntarily grant and convey to Grantee, subject to any previous and duly recorded easements or grants of record, a perpetual non-exclusive

underground utility easement over, under, through, and across those portions of real property as legally described in **Exhibit "A"** (the "**Utility Easement Area**"), a copy of which is attached hereto and incorporated herein by this reference (hereinafter the "**Utility Easement**"); together with a perpetual non-exclusive ingress and egress easement across the Utility Easement Area (hereinafter the "**Ingress/Egress Easement**"). Said easements shall be of the nature and character and to the extent hereinafter set forth.

3. **Purpose of Utility Easement**. The Utility Easement is granted for the express and sole purpose of allowing Grantee to perpetually use the Utility Easement Area for the construction, installation, repair, replacement, operation, connection to, disconnection from and maintenance of the Utility Facilities as may be reasonably and customarily necessary for Grantee to provide various utility services to the Property.

4. **Purpose of Ingress/Egress Easement**. The Ingress/Egress Easement is granted for the express and sole purpose of allowing Grantee to perpetually use the Utility Easement Area to reasonably access its Utility Facilities contained within the Utility Easement Area for the purposes provided therein.

5. **Rights and Obligations of Grantee**. To accomplish the purpose stated above, and at Grantee's sole expense, the following rights are conveyed to Grantee by this Easement:

(a) the right for Grantee to inspect, alter, improve, construct, repair, rebuild, relocate and remove, connect to, disconnect from, and maintain the Utility Facilities and related appurtenances within the Utility Easement Area;

(b) all other rights and privileges reasonably and customarily necessary or convenient for Grantee's safe and efficient operation, maintenance, and/or repair of the Utility Facilities, including convenient and reasonable access to such facilities;

(c) the right to keep the Utility Easement Area free from trees, undergrowth, and/or other obstructions and structures, whether natural or artificial; and

(d) for the enjoyment and use of said easements for the purposes described above.

In addition, Grantee agrees to and shall promptly restore, or cause to be restored; the surface and subsurface of the real property described herein to the condition said property was in prior to the performance of any construction, reconstruction, replacement, removal, enlargement, operation, inspection, maintenance, repair improvement, relocation or any other use or work contemplated by this Easement Agreement. Any such restoration shall be in a workman like manner. Grantee shall use its best efforts in its use of the Utility Easement Area to not interfere with use by Grantors, their tenants, guests and invitees of adjacent property owned by Grantors.

6. **Grantors Use of Easement**. Subject to and conditioned upon the provisions of Paragraph 3 and 4 of this Agreement, Grantors hereby reserve for themselves the right to use the Utility Easement Area; however, **Grantors** use of the Utility Easement Area may not (i) violate any

provision of this Agreement, or (ii) unreasonably interfere with any of Grantee's easements, rights or interest under this Agreement. Notwithstanding anything to the contrary contained herein, Grantors shall not have the right to relocate the Utility Easement on Grantors' property.

7. **Easements Run with the Land.** These easements shall remain a charge against the Property. Therefore, these easements shall run with the land and be automatically assigned by any deed or other conveyance conveying the easement property, or a portion thereof, relating to these easements, even though the conveyance makes no reference to these easements as such.

8. **Recordation.** Grantee shall record this instrument in a timely fashion in the Official Records of Brevard County, Florida and may re-record it at any time as may be required to preserve its rights in this Agreement.

9. **Sovereign Immunity.** Nothing contained in this Agreement shall be construed as a waiver of the Grantee's right to sovereign immunity under Section 768.28, *Florida Statutes*, or other limitations imposed on the Grantee's potential liability under state or federal law.

10. **Indemnification**. To the extent permitted by law, the **Grantee** covenants and agrees that it will remain responsible and will indemnify and hold **Grantor** harmless for any claim, loss, damage, personal injuries (including but not limited to death), or liability, up to but not exceeding the limits set forth in Section 768.28, Florida Statutes, arising out of any negligent or intentionally wrongful acts, errors, or omissions by the **Grantee**, its officers, employees, agents, or contractors in the operation, maintenance, construction, repair or other use contemplated herein of the Utility Facilities, except to the extent of negligence or wanton misconduct of the **Grantor**. Nothing in this Easement shall alter the **Grantee's** sovereign immunity established by Section 768.28, Florida Statutes.

11. **Injunctive Relief**. The parties agree that, in the event of default, there may not be an adequate remedy at law, and therefore, it is agreed the parties shall be entitled to seek injunctive relief, including a mandatory injunction.

12. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Florida. Venue for all disputes shall be properly placed in Brevard County, Florida. The parties agree that the Agreement was consummated in Brevard County, and the site of the easements are in Brevard County, Florida.

13. **Notice**. All notices, demands, requests, consents, approvals or other communications (collectively, Notices) required or permitted to be given hereunder or which are given with respect to this Agreement shall be effective only if in writing and delivered by personal service, or delivered to an overnight courier service with guaranteed next day delivery or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

TO CIRRUS:
CIRRUS APARTMENTS, LLC
1211 N. Westshore Blvd., Suite 801
Tampa, FL 33607

TO COCOA RETAIL:
COCOA RETAIL, LLC
1825 Riverview Drive
Melbourne, FL 32901

TO GRANTEE:
Attn: City Manager
City of Cocoa, Florida
65 Stone Street
Cocoa, FL 32922

or to such other address as such party shall have specified most recently by like Notice. The aforesaid attorneys for the parties hereto are hereby respectively authorized to give any Notice permitted under this Agreement. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

14. **Modification.** This Agreement shall only be modified by a written instrument executed by the parties hereto or any successor, assigns, heirs, or representatives thereto.

15. **Entire Agreement.** This Agreement constitutes the full and entire agreement between the parties hereto and supersedes any oral or written prior communications between the parties related to the subject matter contained in this Agreement. The laws of Florida shall govern this Agreement.

[signatures follow]

IN WITNESS WHEREOF, Grantors and **Grantee** have set their respective hands on the day and year first below written.

WITNESSES:

Julia M Conway
Print Name: Julia M Conway
Print Address of Witness No. 1:
1211 N. Westshore Blvd
Tampa, FL 33607

Hannah French
Print Name: Hannah French
Print Address of Witness No. 2:
1211 N. Westshore, Blvd.
Tampa, FL 33607

CIRRUS:

CIRRUS APARTMENTS, LLC, a Florida limited liability company

By: CIRRUS APARTMENT PARTNERS, LLC, a Florida limited liability company, its Manager

By: BG Framework, LLC, a Florida limited liability company, its Manager

By: Framework Development, LLC, a Florida limited liability company, its Manager

By: _____
Print Name: Phillip A. Smith
Title: Manager
Date: March 8, 2024

STATE OF FLORIDA
COUNTY OF Hillsborough

I HEREBY certify that the foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 8 day of March, 2024, by Phillip A. Smith, as Manager of Framework Development, LLC, a Florida limited liability company, as Manager of BG Framework, LLC, a Florida limited liability company, as Manager of Cirrus Apartment Partners, LLC, a Florida limited liability company, the Manager of Cirrus Apartments, LLC, a Florida limited liability company, on behalf of said companies, ☑ who is personally known to me, or ☐ who has produced _____ as identification.

Notary Public State of Florida
Julia M Conway
My Commission HH 458989
Expires 10/26/2027

Julia M Conway
Notary Public, State of Florida

Print Name: Julia M Conway

My commission expires: 10/26/27

IN WITNESS WHEREOF, Grantors and **Grantee** have set their respective hands on the day and year first below written.

WITNESSES:

Print Name: MICHAEL JOURNEY
Print Address of Witness No. 1:
4320 ALAMANDA KEY DR.
MELBOURNE, FL 32901

Print Name: WILLIAM WEBSTER
Print Address of Witness No. 2:
1825 RIVERVIEW DR.
MELBOURNE, FL 32901

COCOA RETAIL:

COCOA RETAIL, LLC, a North Carolina limited liability company

By: _____
Print Name: BOB STEARNS
Title: Manager
Date: MAR 7, 2024

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY certify that the foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of MARCH 7th, 2024, by BOB STEARNS, as Manager of COCOA RETAIL, LLC, a North Carolina limited liability company, on behalf of said company who is personally known to me, or who has produced _____ as identification.

ELISA S. WAGERS
Commission # GG 969020
Expires April 20, 2024
Bonded Thru Budget Notary Services

Notary Public, State of Florida

Print Name: Elisa S. Wagers

My commission expires: 4/20/2024

GRANTEE

CITY OF COCOA ACCEPTANCE

_____
Stockton Whitten, City Manager

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY certify that the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this day of _____, 2024 by Stockton Whitten, as City Manager of the City of Cocoa ☐ who is personally known to me, or ☐ who has produced _____ as identification.

_____
Notary Public, State of Florida

Print Name:_____

My commission expires:

_____

_____

CONSENT, JOINDER AND SUBORDINATION OF MORTGAGEE

AMERIS BANK ("**Lender**"), as the owner and holder of that certain Mortgage of Real Estate and Security Agreement, dated September 30, 2021, and recorded in Official Records Book 9279, at Page 1529 of the Public Records of Brevard County, Florida (the "**Mortgage**"), and encumbering a portion of the Property described in this Agreement, consents to the terms and provisions of the Agreement and acknowledges that the lien of the Mortgage and related loan documents on the Property is absolutely and unconditionally subordinate to the rights of the parties under the Agreement.

LENDER:

AMERIS BANK

By: Michael Duncan
Print Name: Michael Duncan
Title: SVP

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on 7th March, 2024, by Mike Duncan, as SVP of AMERIS BANK, on behalf of the bank. Such person is ☑ known to me or ☐ has produced a valid driver's license as identification.

Notary Public

Joy N. Njogu
(Print, type or stamp name)

JOY N. NJOGU
Notary Public, State of Florida
My comm. expires Jan. 6, 2025
Commission Number HH 77933

My Commission Expires:
01/06/2025

Exhibit A
Utility Easement Area

[follows]

THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE

DESCRIPTION FOR UTILITY EASEMENTS #1 AND #2

PARTS OF LOT 1, HOME DEPOT COCOA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGE 87, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

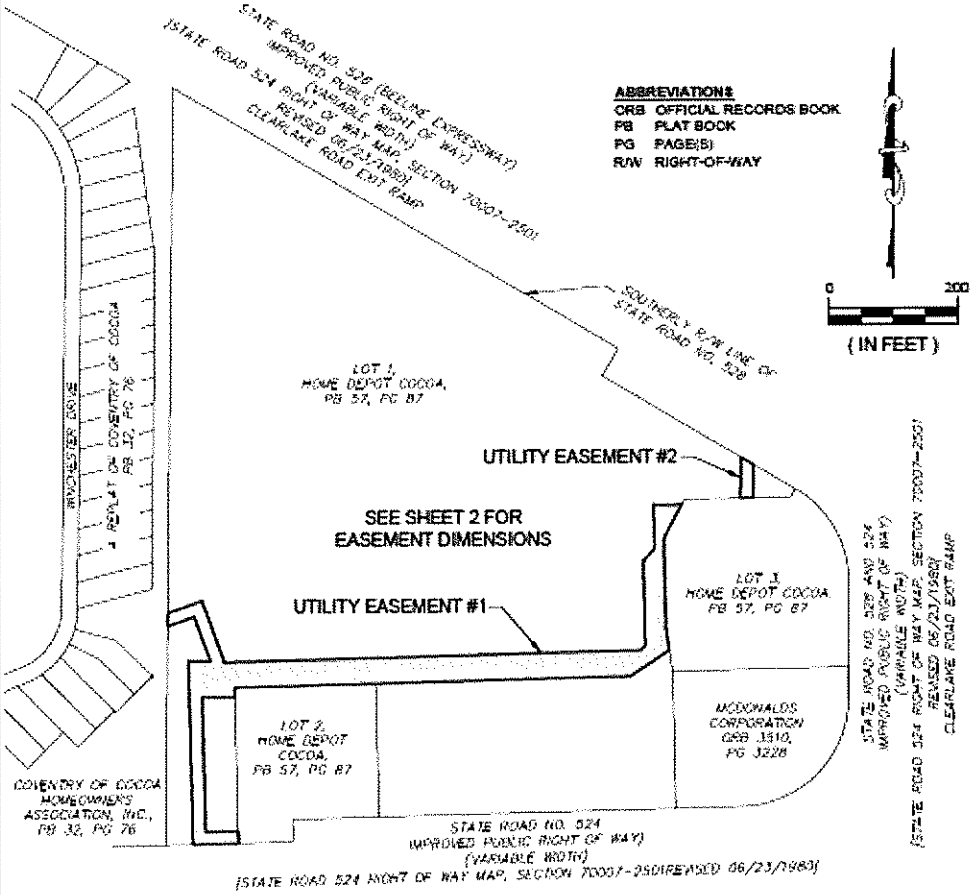
UTILITY EASEMENT #1

BEGIN AT THE SOUTHWEST CORNER OF LOT 2 OF SAID PLAT OF HOME DEPOT COCOA AND RUN S88°34'35"W, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 70.33 FEET; THENCE N01°31'52"W, A DISTANCE OF 288.00 FEET; THENCE N88°34'35"E, A DISTANCE OF 34.11 FEET; THENCE N19°56'15"W, A DISTANCE OF 73.19 FEET; THENCE S70°50'21"W, A DISTANCE OF 43.79 FEET TO THE WEST LINE OF SAID LOT 1; THENCE N00°30'56"E, ALONG SAID WEST LINE, A DISTANCE OF 21.24 FEET; THENCE N70°50'21"E, A DISTANCE OF 56.37 FEET; THENCE S19°56'15"E, A DISTANCE OF 102.25 FEET; THENCE N88°34'35"E, A DISTANCE OF 652.74 FEET; THENCE N43°34'35"E, A DISTANCE OF 9.94 FEET; THENCE N01°25'21"W, A DISTANCE OF 132.99 FEET; THENCE N43°57'43"E, A DISTANCE OF 25.76 FEET; THENCE N01°25'25"W, A DISTANCE OF 69.20 FEET; THENCE N89°34'32"E, A DISTANCE OF 44.50 FEET TO THE EAST LINE OF SAID LOT 1, ALSO BEING THE WEST LINE OF LOT 3 OF SAID PLAT OF HOME DEPOT COCOA; RUN ALONG SAID EAST LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES; 1) THENCE S27°50'34"W, A DISTANCE OF 60.54 FEET; THENCE S01°25'25"E, A DISTANCE OF 140.16 FEET; THENCE S08°51'18"E, A DISTANCE OF 35.16 FEET; THENCE S56°15'23"W, A DISTANCE OF 73.17 FEET; THENCE S88°34'35"W, A DISTANCE OF 620.54 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S01°25'21"E, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 15.34 FEET; THENCE N90°00'00"W, A DISTANCE OF 50.76 FEET; THENCE S01°31'52"E, A DISTANCE OF 210.93 FEET; THENCE N88°34'35"E, A DISTANCE OF 50.37 FEET TO THE WEST LINE OF SAID LOT 2; THENCE S01°25'21"E, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1.05 ACRES, MORE OR LESS.

TOGETHER WITH

UTILITY EASEMENT #2

COMMENCE AT THE NORTHEAST CORNER OF LOT 3 OF SAID PLAT OF HOME DEPOT COCOA AND RUN N59°25'26"W, ALONG THE NORTHEAST LINE OF SAID LOT 1, A DISTANCE OF 76.10 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID NORTHEAST LINE N59°25'26"E, A DISTANCE OF 23.20 FEET; THENCE S00°08'38"W, A DISTANCE OF 64.74 FEET TO THE NORTH LINE OF SAID LOT 3; THENCE N88°34'35"E, ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 20.01 FEET; THENCE N00°08'38"E, A DISTANCE OF 52.45 FEET TO THE POINT OF BEGINNING. CONTAINING 0.02 ACRES (1171.9 SQ FT), MORE OR LESS.



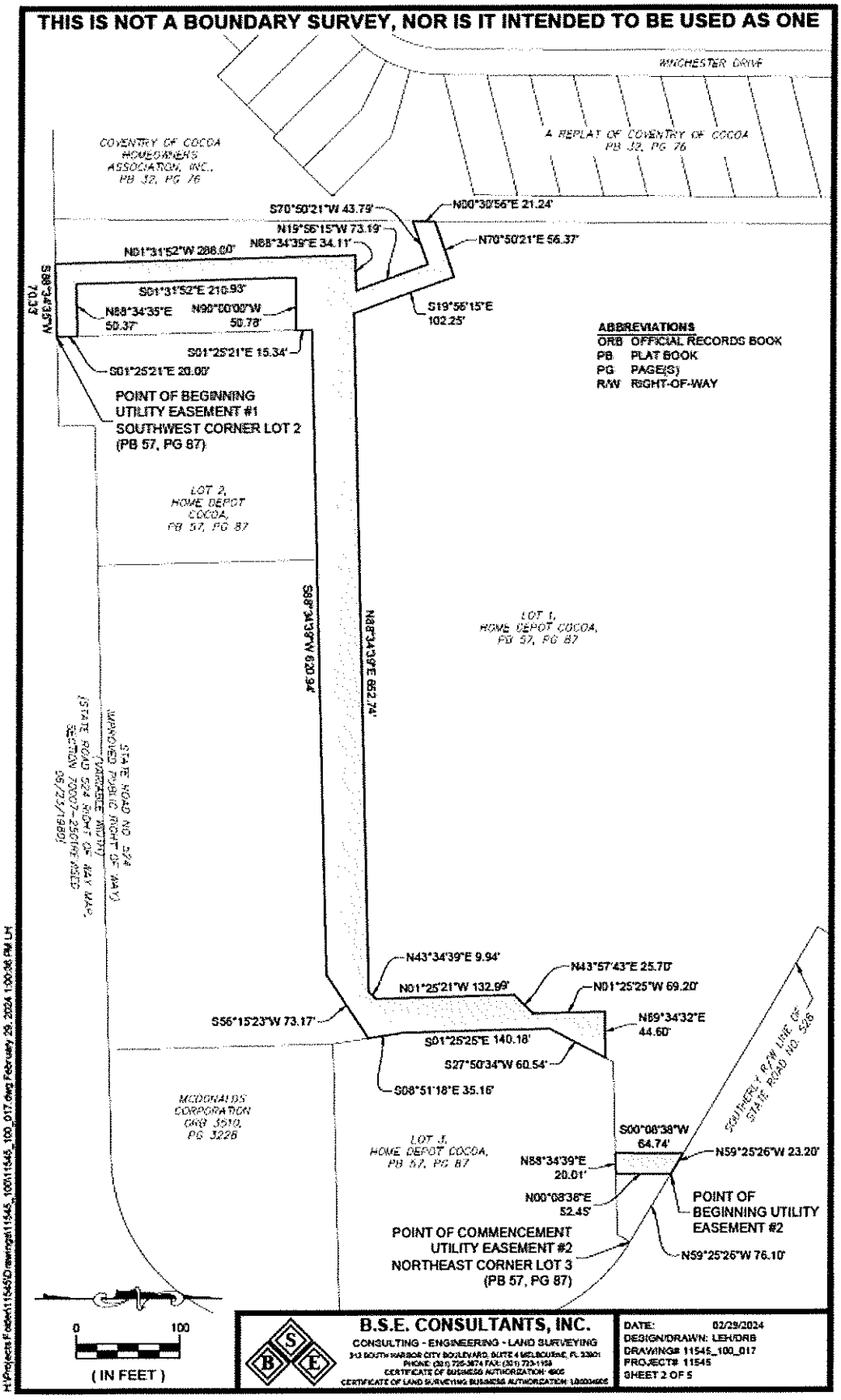
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LESLIE E. HOWARD
PROFESSIONAL SURVEY & MAPPER
FLORIDA LICENSE NUMBER 5611

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING

317 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE (321) 725-3674 FAX (321) 723-1154
CERTIFICATE OF BUSINESS AUTHORIZATION: 8405
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB8405

DATE: 02/26/2024
DESIGN/DRAWN: LEH/DRB
DRAWING# 11545_100_017
PROJECT# 11545
SHEET 1 OF 5

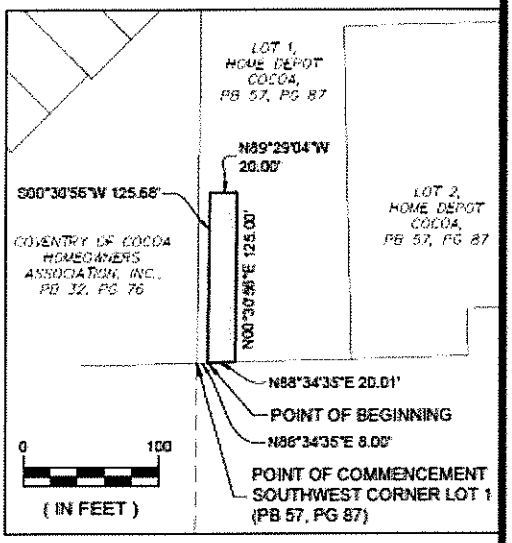

THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE
WINCHESTER DRIVE
COVENTRY OF COCOA HOMEOWNERS ASSOCIATION, INC., PB 32, PG 76
A REPLAT OF COVENTRY OF COCOA PB 32, PG 76
S70°50'21"W 43.79'
N00°30'56"E 21.24'
N19°56'15"W 73.19'
N88°34'39"E 34.11'
N70°50'21"E 56.37'
N01°31'52"W 286.60'
S88°34'39"W 70.13'
S01°31'52"E 210.93'
N88°34'35"E 50.37'
N90°00'00"W 50.78'
S19°56'15"E 102.25'
S01°25'21"E 15.34'
S01°25'21"E 20.00'
POINT OF BEGINNING UTILITY EASEMENT #1 SOUTHWEST CORNER LOT 2 (PB 57, PG 87)
ABBREVIATIONS
ORB OFFICIAL RECORDS BOOK
PB PLAT BOOK
PG PAGE(S)
R/W RIGHT-OF-WAY
LOT 2, HOME DEPOT COCOA, PB 57, PG 87
S88°34'39"W 620.94'
N88°34'39"E 662.74'
LOT 1, HOME DEPOT COCOA, PB 57, PG 87
STATE ROAD NO. 524 (IMPROVED PUBLIC RIGHT OF WAY) (VARIABLE WIDTH)
STATE ROAD 524 RIGHT OF WAY MAP, SECTION 70003-2504, DATED 06/25/1980
N43°34'39"E 9.94'
N43°57'43"E 25.70'
N01°25'21"W 132.99'
N01°25'25"W 69.20'
S56°15'23"W 73.17'
N89°34'32"E 44.60'
S01°25'25"E 140.18'
S27°50'34"W 60.54'
S08°51'18"E 35.16'
MCDONALDS CORPORATION ORB 3510, PG 3226
LOT 3, HOME DEPOT COCOA, PB 57, PG 87
SOUTHERLY R/W LINE OF STATE ROAD NO. 524
S00°08'38"W 64.74'
N59°25'26"W 23.20'
N88°34'39"E 20.01'
N00°08'36"E 52.45'
POINT OF BEGINNING UTILITY EASEMENT #2
POINT OF COMMENCEMENT UTILITY EASEMENT #2 NORTHEAST CORNER LOT 3 (PB 57, PG 87)
N59°25'26"W 76.10'
0
100
(IN FEET)
B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
DATE: 02/29/2024
DESIGN/DRAWN: LEH/DRB
DRAWING# 11545_100_017
PROJECT# 11545
SHEET 2 OF 5
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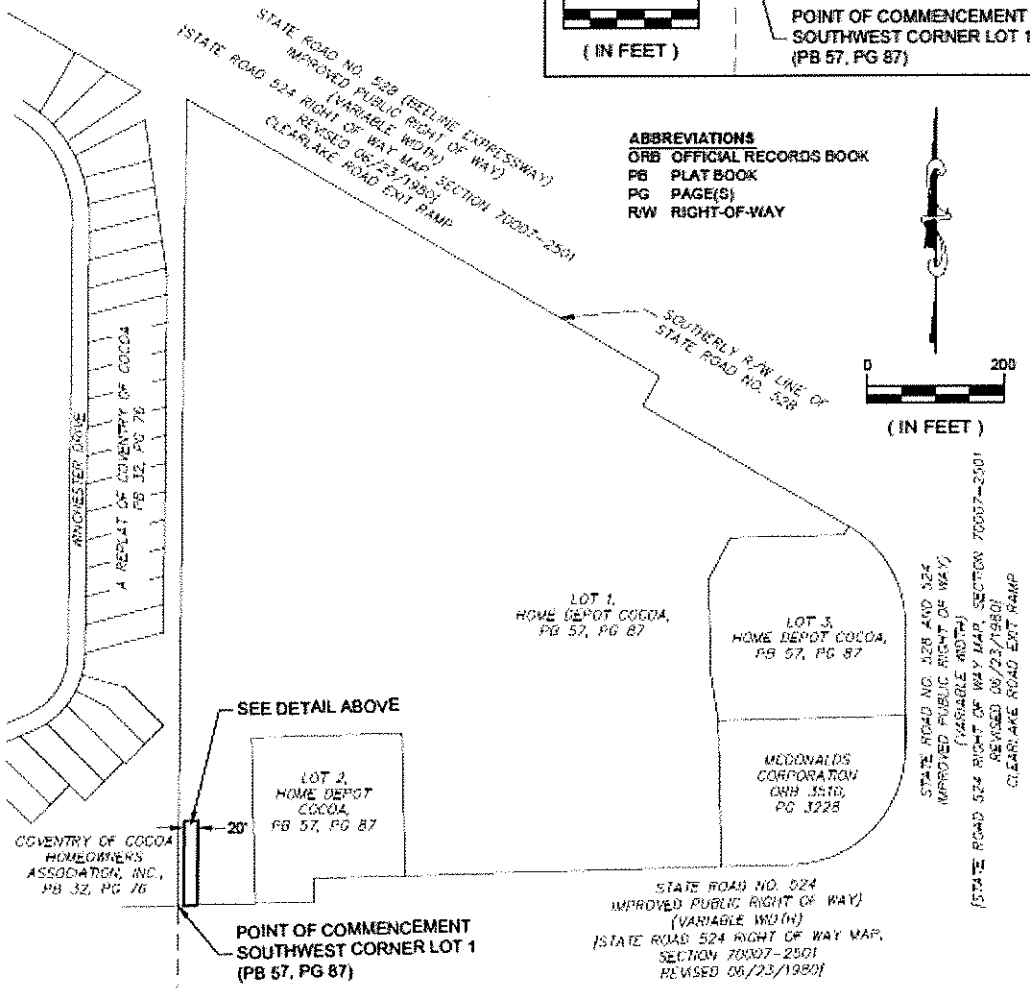
THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE

DESCRIPTION FOR UTILITY EASEMENT #3

A PART OF LOT 1, HOME DEPOT COCOA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGE 87, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 1 AND RUN N88°34'35"E, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N88°34'35"E, ALONG SAID SOUTH LINE, A DISTANCE OF 20.01 FEET; THENCE N00°30'56"E, A DISTANCE OF 125.00 FEET; THENCE N89°29'04"W, A DISTANCE OF 20.00 FEET; THENCE S00°30'56"W, A DISTANCE OF 125.68 FEET TO THE POINT OF BEGINNING. CONTAINING 0.06 ACRES, MORE OR LESS.





LESLIE E. HOWARD
PROFESSIONAL SURVEY & MAPPER
FLORIDA LICENSE NUMBER 5611

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
513 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 02/29/2024
DESIGN/DRAWN: LEH/ORB
DRAWING# 11545_100_016
PROJECT# 11545
SHEET 3 OF 5

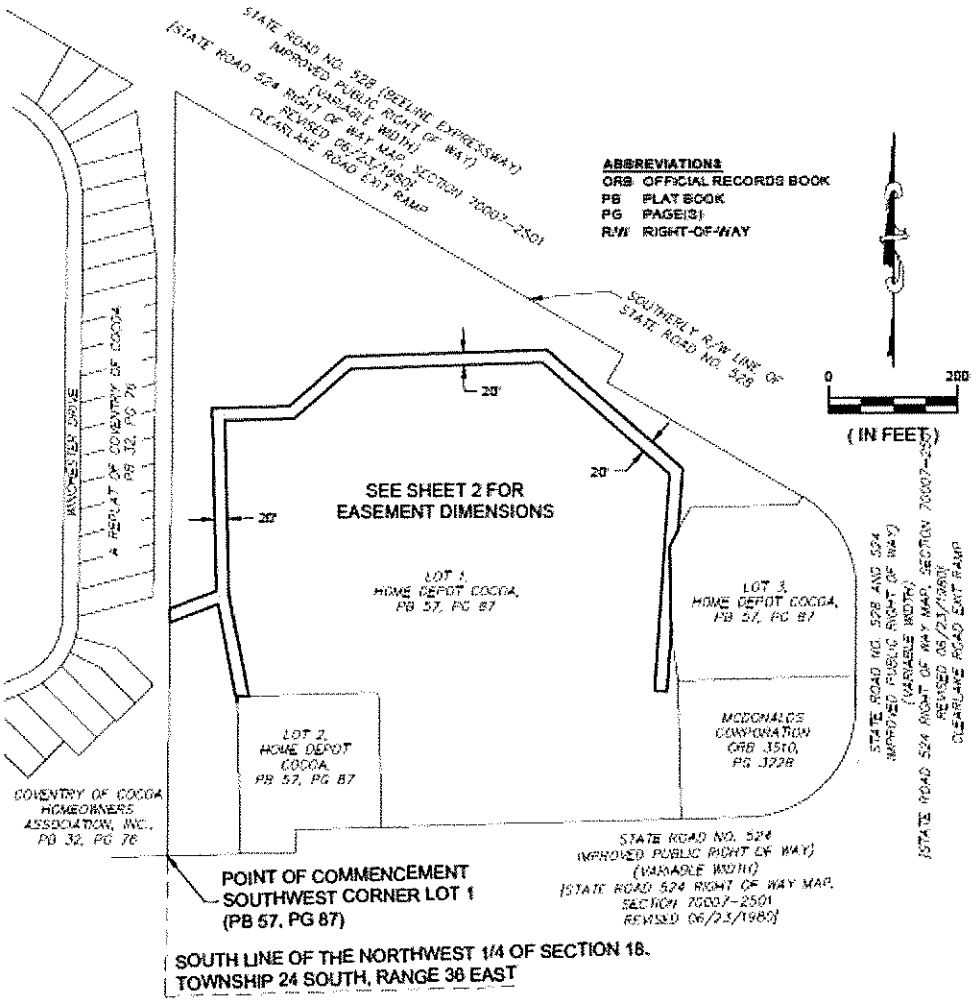
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THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE

DESCRIPTION FOR UTILITY EASEMENT #4

A PART OF LOT 1, HOME DEPOT COCOA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGE 87, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 1 AND RUN N00°30'56"E, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 363.18 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N00°30'56"E, ALONG SAID WEST LINE, A DISTANCE OF 21.48 FEET; THENCE N89°05'07"E, A DISTANCE OF 76.59 FEET; THENCE N01°25'35"W, A DISTANCE OF 280.35 FEET; THENCE N88°34'39"E, A DISTANCE OF 115.01 FEET; THENCE N46°52'37"E, A DISTANCE OF 124.22 FEET; THENCE N88°17'34"E, A DISTANCE OF 311.80 FEET; THENCE S48°47'16"E, A DISTANCE OF 261.90 FEET; THENCE S03°51'36"W, A DISTANCE OF 95.48 FEET TO THE BOUNDARY OF LOT 3 OF SAID HOME DEPOT COCOA; THENCE S27°50'34"W, ALONG SAID BOUNDARY, A DISTANCE OF 29.85 FEET; THENCE CONTINUING ALONG SAID BOUNDARY S01°25'25"E, A DISTANCE OF 131.77 FEET; THENCE S03°51'36"W, A DISTANCE OF 93.98 FEET; THENCE N86°08'24"W, A DISTANCE OF 20.00 FEET; THENCE N03°51'36"E, A DISTANCE OF 338.05 FEET; THENCE N48°47'16"W, A DISTANCE OF 264.14 FEET; THENCE S88°17'34"W, A DISTANCE OF 296.77 FEET; THENCE S46°52'37"W, A DISTANCE OF 117.24 FEET; THENCE S88°34'39"W, A DISTANCE OF 107.65 FEET; THENCE S01°25'35"E, A DISTANCE OF 271.09 FEET; THENCE S11°05'48"E, A DISTANCE OF 161.03 FEET TO THE NORTH LINE OF LOT 2 OF SAID HOME DEPOT COCOA; THENCE S88°34'39"W, ALONG SAID NORTH LINE, A DISTANCE OF 16.92 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S01°25'21"E, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 8.01 FEET; THENCE N11°05'48"W, A DISTANCE OF 154.73 FEET; THENCE S69°05'07"W, A DISTANCE OF 79.63 FEET TO THE POINT OF BEGINNING. CONTAINING 0.75 ACRES, MORE OR LESS.

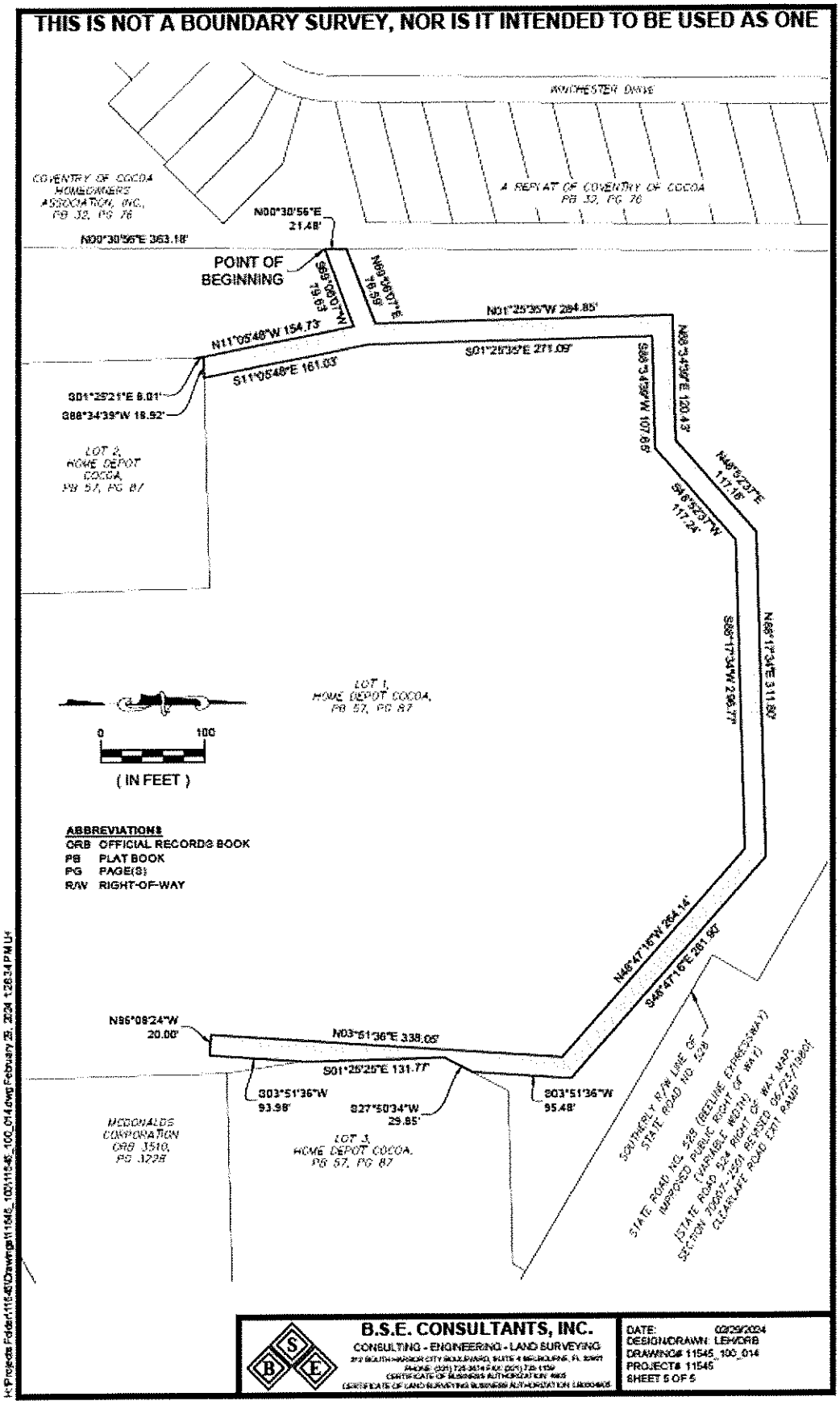


LESLIE E. HOWARD
PROFESSIONAL SURVEY & MAPPER
FLORIDA LICENSE NUMBER 5611

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING

DATE: 02/29/2024
DESIGN/DRAWN: LEH/DRB
DRAWING# 11545_100_014
PROJECT# 11545
SHEET 4 OF 5

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THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE
WINCHESTER DRIVE
COVENTRY OF COCOA HOMEOWNERS ASSOCIATION, INC., PB 32, PG 76
A REPLAT OF COVENTRY OF COCOA PB 32, PG 76
N00°30'56"E 21.48'
N89°29'04"E 19.58'
S89°29'04"W 19.58'
N00°30'56"E 363.18'
POINT OF BEGINNING
N01°25'35"W 284.85'
N11°05'48"W 154.73'
S11°05'48"E 161.03'
S01°25'35"E 271.09'
S01°25'21"E 8.01'
S88°34'39"W 18.92'
S88°34'39"W 107.85'
N88°34'39"E 120.43'
N48°19'23"E 117.16'
S41°40'37"E 117.24'
S88°17'34"W 296.77'
N66°17'34"E 311.80'
LOT 2, HOME DEPOT COCOA, PB 57, PG 87
LOT 1, HOME DEPOT COCOA, PB 57, PG 87
0
100
(IN FEET)
ABBREVIATIONS
ORB OFFICIAL RECORDS BOOK
PB PLAT BOOK
PG PAGE(S)
R/W RIGHT-OF-WAY
N46°47'15"W 264.14'
S46°47'15"E 261.90'
N86°08'24"W 20.00'
N03°51'36"E 338.05'
S01°25'25"E 131.77'
S03°51'36"W 93.98'
S27°50'34"W 29.85'
S03°51'36"W 95.48'
MCDONALDS CORPORATION ORB 3510, PG 3728
LOT 3, HOME DEPOT COCOA, PB 57, PG 87
SOUTHERLY R/W LINE OF STATE ROAD NO. 528
STATE ROAD NO. 528 (BEELINE EXPRESSWAY) PROPOSED PUBLIC RIGHT OF WAY (VARIABLE WIDTH) (STATE ROAD 524 RIGHT OF WAY MAP, SECTION 70607-2501 REVISED 06/23/1960) CLEARLAKE ROAD EXIT RAMP
B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
DATE: 02/29/2024
DESIGN/DRAWN: LEH/ORB
DRAWING# 11545_100_014
PROJECT# 11545
SHEET 5 OF 5
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RESOLUTION 2024-034

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, VACATING PORTIONS OF SEVERAL UTILITY EASEMENTS LOCATED WITHIN LOT 1 ON THE PLAT OF HOME DEPOT COCOA, LYING IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST, AS RECORDED IN PLAT BOOK 57 PAGE 87, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa has been asked to consider vacating portions of several existing utility easements which are a part of Lot 1, plat of Home Depot Cocoa, lying in the East ½ of the Northwest ¼ of Section 18, Township 24 South, Range 36 East, as recorded in Plat Book 57 Page 87 of the public records of Brevard County, those easements being: (1) the Force Main and Sewer Line Easement recorded at Official Record Book 3372 Page 4486, as modified in Official Record Book 5557 Page 1779; (2) the Water Line Easement recorded at Official Record Book 5510 Page 1779; (3) the Reuse Line Easement recorded at Official Record Book 5510 Page 1779; and (4) "new" sewer, water, and reuse easements dedicated via the Home Depot Cocoa plat on Lot 1, all of which are further depicted on the Plat of Home Depot Cocoa, recorded at Plat Book 57 Page 87; and

WHEREAS, the owners of the property have voluntarily granted and conveyed to the City a new Utility Easement to replace the vacated portions of the utility easements, as reflected in the Utility Easement Agreement entered between the City of Cocoa, Cocoa Retail, LLC, and Cirrus Apartments, LLC; and

WHEREAS, the City Council finds that the best interests of its citizens will be served by the vacation of the portion of the existing utility easements which are located on Lot 1, Plat of Home Depot Cocoa, lying in the East ½ of the Northwest ¼ of Section 18, Township 24 South, Range 36 East, as recorded in Plat Book 57 Page 87 of the public records of Brevard County; and

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

Section 1. **Vacation of Easements.** The portion of the following utility easements which are a part of Lot 1, Plat of Home Depot Cocoa, lying in the East ½ of the Northwest ¼ of Section 18, Township 24 South, Range 36 East, as recorded in Plat Book 57 Page 87 of the public records of Brevard County, Florida, are hereby vacated:

a. Those portions of the sewer line and sewer ingress/egress easements lying within Lot 1, Plat of Home Depot Cocoa, as recorded at Plat Book 57, Page 87, which shall include portions of the Force Main and Sewer Line & Ingress/Egress Easement recorded at Official Record Book 3372, Page 4486, as modified by Official Record Book 5557, Page 4594, and

the "new" Easement for Sewer Line & Ingress/Egress dedicated via the Plat of Home Depot Cocoa at Plat Book 57, Page 87, all as depicted on Sheet 4 of the Plat of Home Depot Cocoa.

b. Those portions of the waterline and ingress/egress easements lying within Lot 1, Plat of Home Depot Cocoa, as recorded at Plat Book 57, Page 87, which shall include portions of the Water Line & Ingress/Egress Easement recorded at Official Record Book 5510, Page 1779, and the "new" Water Line & Ingress/Egress Easement dedicated via the Plat of Home Depot Cocoa at Plat Book 57, Page 87, all as depicted on Sheet 5 of the Plat of Home Depot Cocoa.

c. Those portions of the reuse watermain easements lying within Lot 1, Plat of Home Depot Cocoa, as recorded at Plat Book 57, Page 87, which shall include portions of the Water Line & Ingress/Egress Easement recorded at Official Record Book 5510, Page 1779, and the "new" Easement for Reuse Watermain dedicated via the Plat of Home Depot Cocoa at Plat Book 57, Page 87, all as depicted on Sheet 6 of the Plat of Home Depot Cocoa.

Only the portions of the above-described easements located within the boundaries of Lot 1 of the Plat of Home Depot Cocoa shall be vacated. Easements located outside of Lot 1 of the Plat of Home Depot Cocoa shall be unaffected by this Resolution.

A description and depiction of the easements to be vacated is attached hereto as **Exhibit "A"** and is incorporated herein by this reference.

Section 2. **Repeal of Prior Inconsistent Resolutions.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

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 any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

Section 4. **Effective Date.** This Resolution 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 in a regular meeting assembled on the 9th day of April, 2024.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, CMC, City Clerk

EXHIBIT A

DESCRIPTION AND DEPICTION OF EASEMENTS TO BE VACATED

THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE

DESCRIPTION OF EASEMENTS TO BE VACATED

PORTIONS OF THOSE CERTAIN EASEMENTS APPEARING ON THE PLAT OF HOME DEPOT COCOA AS RECORDED IN PLAT BOOK 57, PAGE 87, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1
ALL THOSE PORTIONS OF THE SEWER LINE, INGRESS/EGRESS AND SANITARY SEWER EASEMENTS LYING WITHIN LOT 1 AS DEPICTED ON SHEET 4 OF THE PLAT OF SAID HOME DEPOT COCOA

TOGETHER WITH

PARCEL 2
ALL THOSE PORTIONS OF THE WATERLINE, INGRESS/EGRESS AND WATER MAIN EASEMENTS LYING WITHIN LOT 1 AS DEPICTED ON SHEET 5 OF THE PLAT OF SAID HOME DEPOT COCOA

TOGETHER ALSO WITH

PARCEL 3
ALL THOSE PORTIONS OF THE REUSE WATER MAIN EASEMENTS LYING WITHIN LOT 1 AS DEPICTED ON SHEET 6 OF THE PLAT OF SAID HOME DEPOT COCOA

IT IS INTENDED THAT ONLY THE PORTIONS OF THE EASEMENTS DESCRIBED ABOVE THAT ARE WITHIN THE BOUNDARIES OF LOT 1 OF SAID HOME DEPOT COCOA ARE TO BE VACATED.

SEE SHEET 2 FOR PARCEL 1 SEWER LINE, INGRESS/EGRESS AND SANITARY SEWER EASEMENTS

SEE SHEET 3 FOR PARCEL 2 WATERLINE, INGRESS/EGRESS AND WATER MAIN EASEMENTS

SEE SHEET 4 FOR PARCEL 3 REUSE WATER MAIN EASEMENTS

NOT VALID WITHOUT SHEETS 2, 3, AND 4

LESLIE E. HOWARD
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NUMBER 5611

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 02/29/2024
DESIGN/DRAWN: LEH/DRB
DRAWING# 11545_100_018
PROJECT# 11545
SHEET 1 OF 4

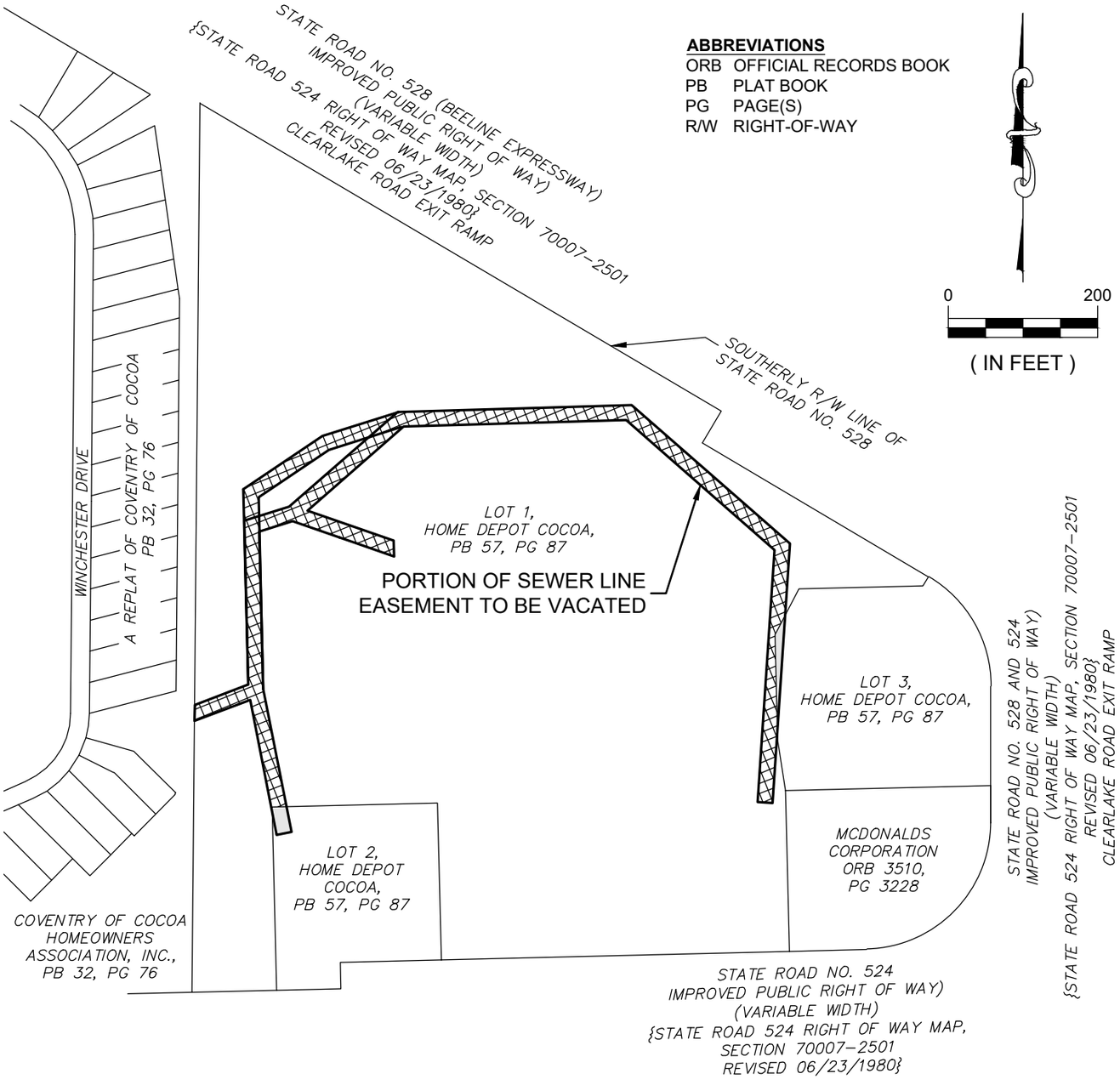
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THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE

DESCRIPTION OF EASEMENTS TO BE VACATED

PARCEL 1
ALL THOSE PORTIONS OF THE SEWER LINE, INGRESS/EGRESS AND SANITARY SEWER EASEMENTS LYING WITHIN LOT 1 AS DEPICTED ON SHEET 4 OF THE PLAT OF SAID HOME DEPOT COCOA

IT IS INTENDED THAT ONLY THE PORTIONS OF THE EASEMENTS DESCRIBED ABOVE THAT ARE WITHIN THE BOUNDARIES OF LOT 1 OF SAID HOME DEPOT COCOA ARE TO BE VACATED.



LEGEND
EASEMENT AREA TO BE VACATED
EASEMENT AREA TO REMAIN

NOT VALID WITHOUT SHEETS 1, 3, AND 4

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CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 02/29/2024
DESIGN/DRAWN: LEH/DRB
DRAWING# 11545_100_018
PROJECT# 11545
SHEET 2 OF 4

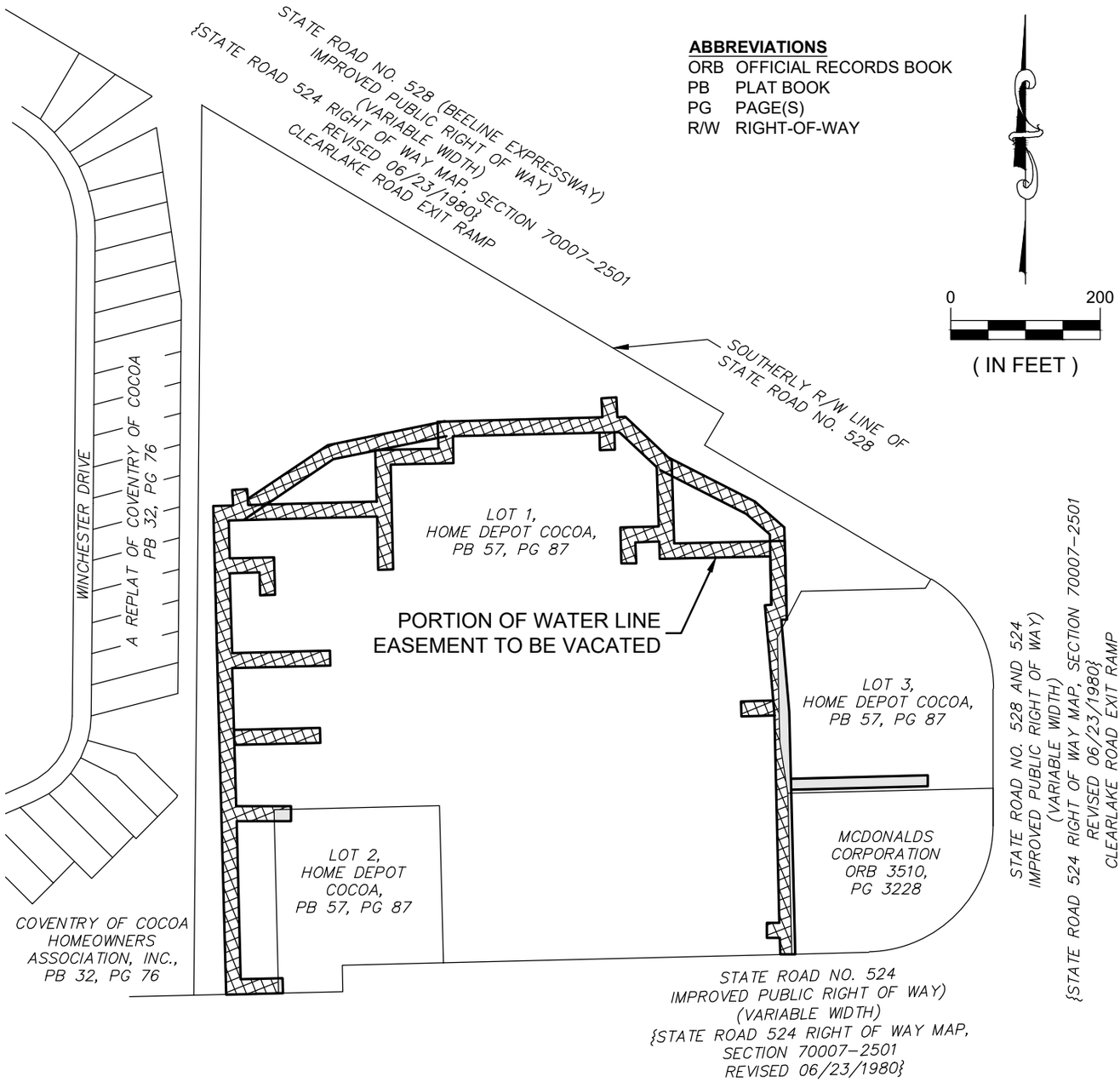
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THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE

DESCRIPTION OF EASEMENTS TO BE VACATED

PARCEL 2
ALL THOSE PORTIONS OF THE WATERLINE, INGRESS/EGRESS AND WATER MAIN EASEMENTS LYING WITHIN LOT 1 AS DEPICTED ON SHEET 5 OF THE PLAT OF SAID HOME DEPOT COCOA

IT IS INTENDED THAT ONLY THE PORTIONS OF THE EASEMENTS DESCRIBED ABOVE THAT ARE WITHIN THE BOUNDARIES OF LOT 1 OF SAID HOME DEPOT COCOA ARE TO BE VACATED.



LEGEND
EASEMENT AREA TO BE VACATED
EASEMENT AREA TO REMAIN

NOT VALID WITHOUT SHEETS 1, 2, AND 4

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 02/29/2024
DESIGN/DRAWN: LEH/DRB
DRAWING# 11545_100_018
PROJECT# 11545
SHEET 3 OF 4

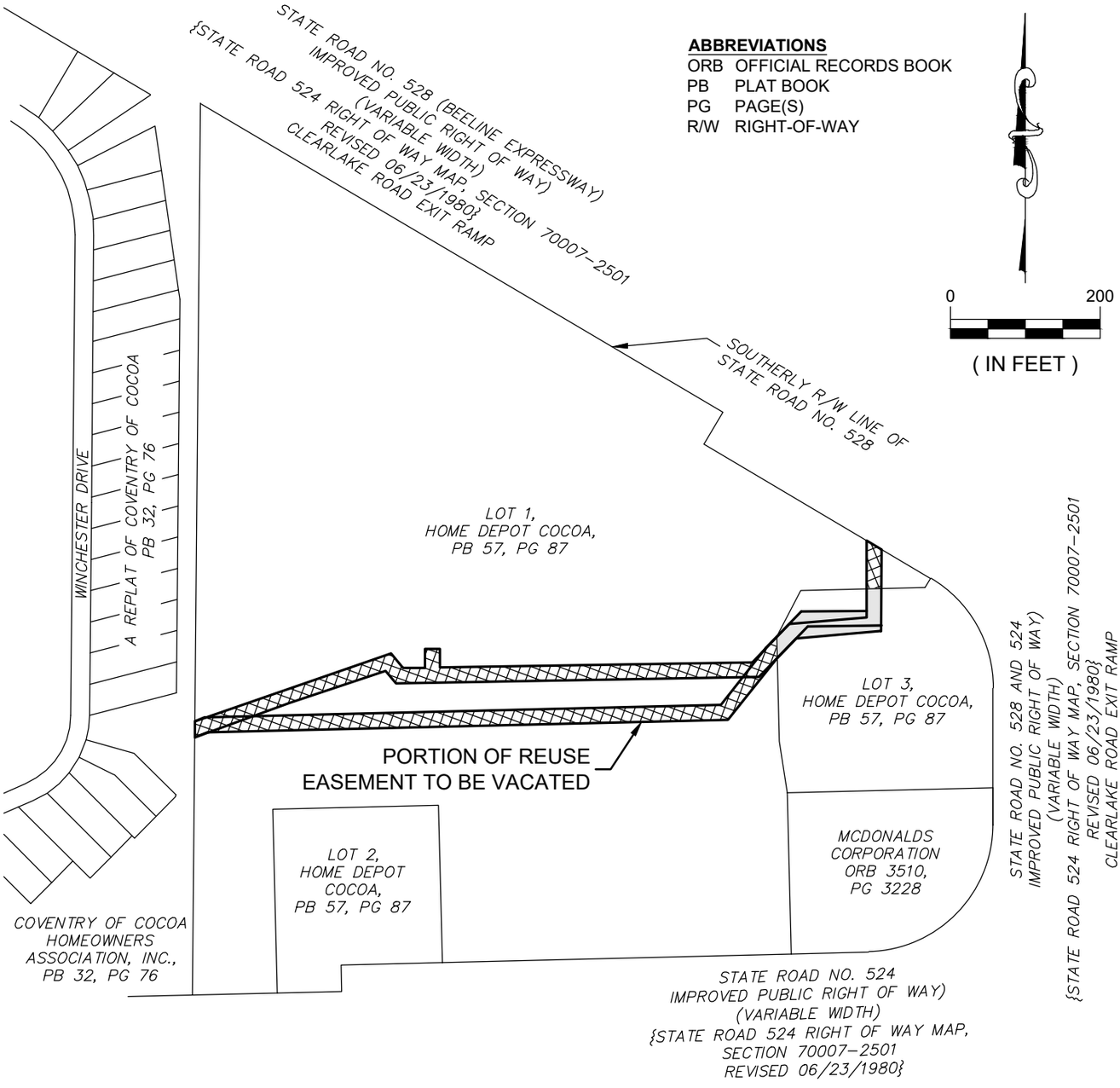
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THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE

DESCRIPTION OF EASEMENTS TO BE VACATED

PARCEL 3
ALL THOSE PORTIONS OF THE REUSE WATER MAIN EASEMENTS LYING WITHIN LOT 1 AS DEPICTED ON SHEET 6 OF THE PLAT OF SAID HOME DEPOT COCOA

IT IS INTENDED THAT ONLY THE PORTIONS OF THE EASEMENTS DESCRIBED ABOVE THAT ARE WITHIN THE BOUNDARIES OF LOT 1 OF SAID HOME DEPOT COCOA ARE TO BE VACATED.



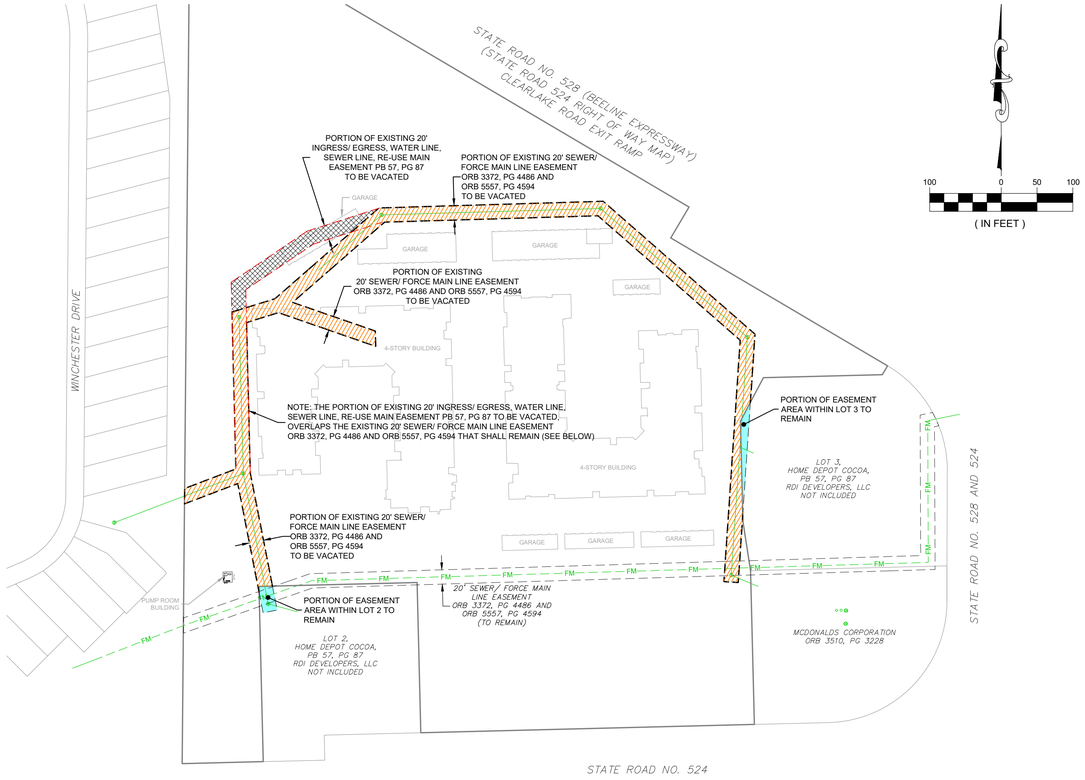
LEGEND
EASEMENT AREA TO BE VACATED
EASEMENT AREA TO REMAIN

NOT VALID WITHOUT SHEETS 1, 2, AND 3

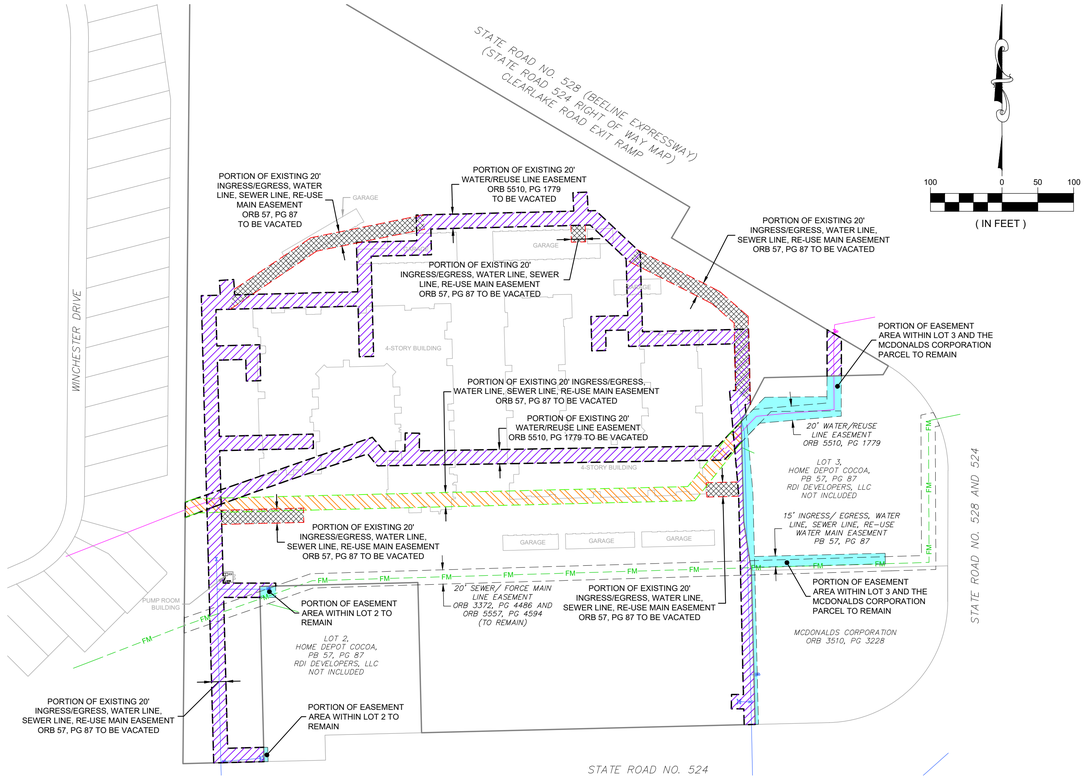
B.S.E. CONSULTANTS, INC.
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312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
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DATE: 02/29/2024
DESIGN/DRAWN: LEH/DRB
DRAWING# 11545_100_018
PROJECT# 11545
SHEET 4 OF 4

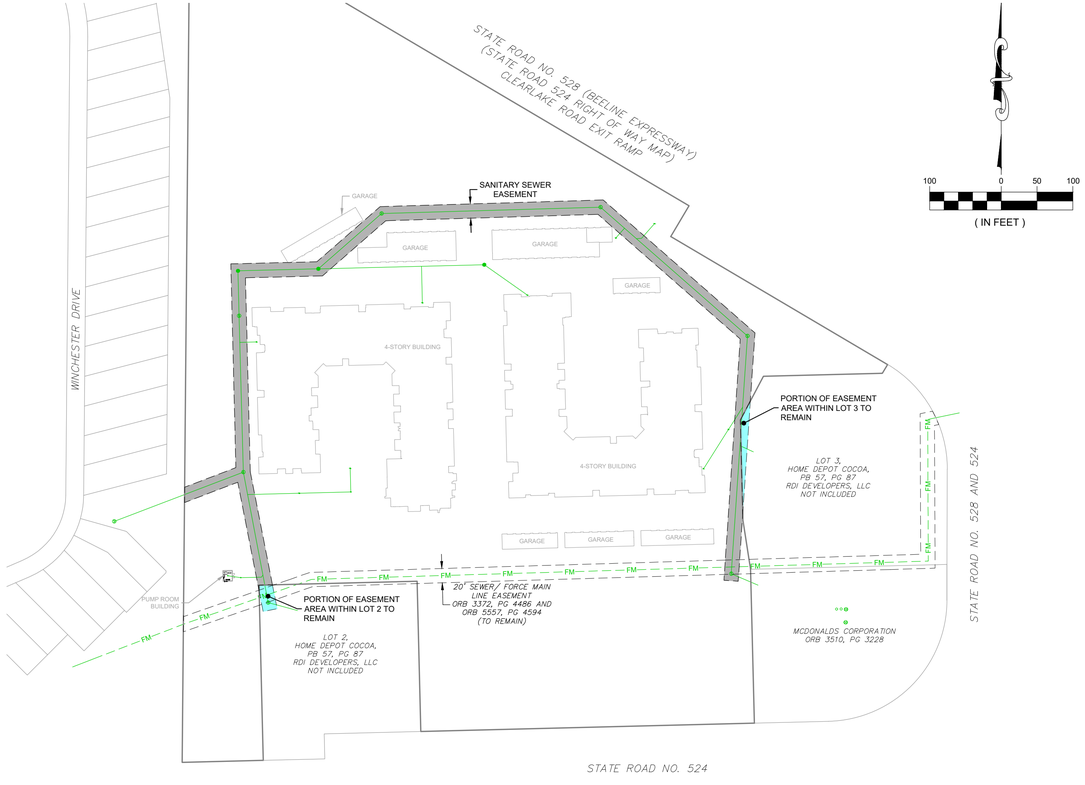
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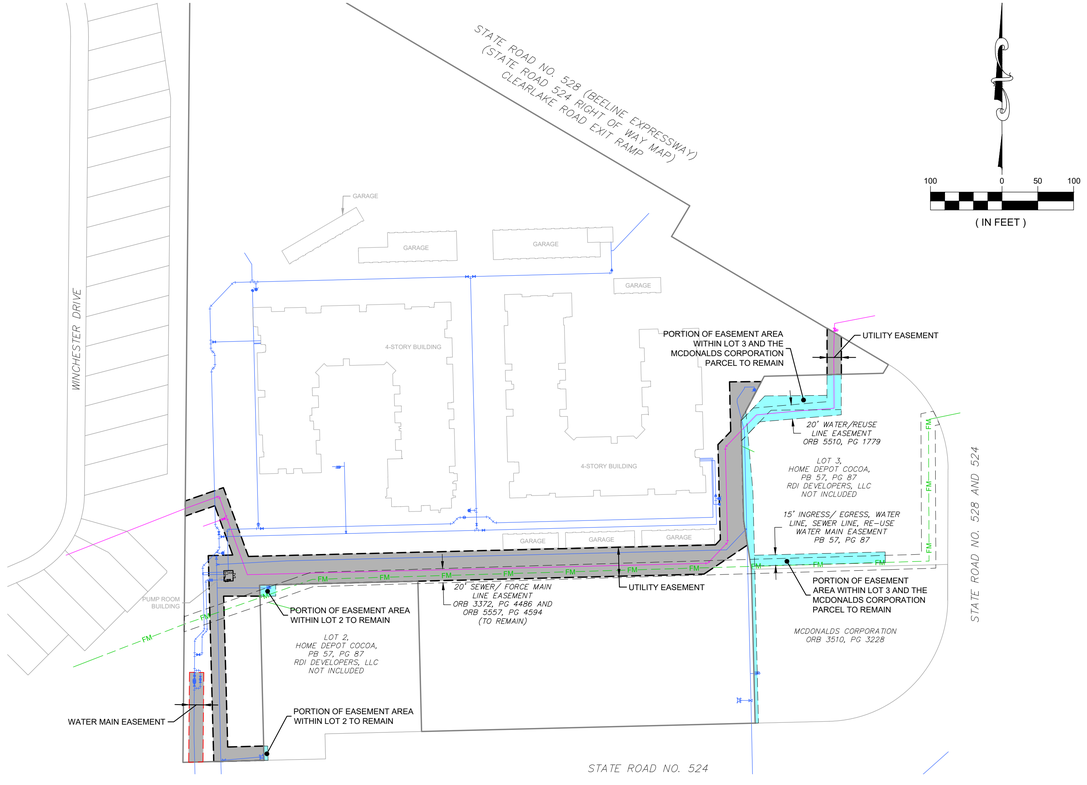
EXISTING SANITARY SEWER EASEMENTS



EXISTING WATER LINE, SEWER LINE, RE-USE MAIN EASEMENTS



PROPOSED SANITARY SEWER EASEMENT



PROPOSED UTILITY (FORCE MAIN, RE-USE MAIN, AND WATER MAIN) EASEMENTS

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CONSULTING - ENGINEERING - LAND SURVEYING

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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

LEGEND

- FM — FORCE MAIN
- RE-USE MAIN
- SEWER MAIN
- WATER MAIN

DATE:	02/05/24
DESIGN/DRAWN:	ALS/DRB

PROJECT TITLE

CIRRUS

SHEET TITLE

EASEMENT EXHIBIT

PROJECT NO. 11545

DRAWING NO. 11545_200_029

SHEET 1 of 1

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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 #:	24-171	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	3/28/2024			**In control:**	City Council
On agenda:	4/9/2024			**Final action:**	
Title:	Council Approval Ex Post Facto For a K9 Donation for a Ballistic Vest for K9 Draco. Approve A Resolution Amending the FY24 Budget, BAF#24-073-A for $1,800. (Police Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	BAF 24-073-A-PD K-9 Vest Donation (04-09-24) Agenda 24-171.pdf K9 vest donation application (1).pdf K9 vest donation application.pdf K9 sizing form.pdf k9 certificate.pdf Draco-and-Moderson.jpg Draco-relaxing.jpg Budget Resolution FY 2024-035 ADA Compliant.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 28, 2024
Agenda Date: April 9, 2024
Prepared By: Susan L. Lambert, CAP-OM, Administrative Technician
Through: Evander Collier, IV, Chief of Police
Requested Action:
Council Approval Ex Post Facto For a K9 Donation for a Ballistic Vest for K9 Draco. Approve A Resolution Amending the FY24 Budget, BAF#24-073-A for $1,800.

BACKGROUND:

The Canine Handler for the K9 Draco found a donation opportunity and applied and was approved for a vest donation from Vested Interest for K9s for Draco.

While awaiting Council notification and Approval, the Department currently holds the vest in reserve.

STRATEGIC PLAN CONNECTION:

Operational.

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes

Amount Requested	$1,800
Account Number	_001-0000-366.10-10
Account Name	_ Contributions for K9's

Source of Funds: __X__ Donation Source:_Vested Interest for K9's

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Council Approval Ex Post Facto For a K9 Donation for a Ballistic Vest for K9 Draco. Approve A Resolution Amending the FY24 Budget, BAF#24-073-A for $1,800.

City of Cocoa Budget Adjustment Form FY 2024 - 24-073-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 2100 | DATE PREPARED: 03/28/24

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 1,800	001-0000-366.10-10	PD14K9	Contribution for K9	$ 0	$ 0	$ 1,800	$ 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
$ 1,800	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 1,800	001-2100-521.52-00	PD14K9	Law Enforcement/Operating	$ 0	$ 0	$ 1,800	$ 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
$ 1,800	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The budget need to be amended for a K9 vest donation that is worth approximately $1,800 for K9 Draco. Agenda 24-171.

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 04/09/24 RESOLUTION #: 2024-035

City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
	Evander Collier Digitally signed by Evander Collier Date: 2024.03.28 12:06:26 -04'00'		Dave Radford Digitally signed by Dave Radford Date: 2024.04.03 11:41:28 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature
			Lora Howell Digitally signed by Lora Howell Date: 2024.04.03 11:56:37 -04'00'		

FINANCE USE ONLY:

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

Susan Lambert

From: Christopher Moderson
Sent: Thursday, April 4, 2024 9:21 AM
To: Susan Lambert; Anthony Marchica
Subject: Fwd: VIK9s - Confirmation of document uploads

Please see below

Respectfully,

Sergeant Christopher Moderson
Patrol Supervisor
1226 West King St., Cocoa, FL 32922
Cell: (321) 468-5013
Office: (321) 637-6413
Fax: (321) 637-6354
cmoderson@cocoapolice.com
---------- Forwarded message ----------
From: Vested Interest in K9s <info@vik9s.org>
Date: Dec 7, 2023 22:31
Subject: VIK9s - Confirmation of document uploads
To: Christopher Moderson <cmoderson@cocoapolice.com>
Cc:

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Thank you for uploading your K9 vest application information. We will revew your information and get back to you in 24-48 hours.

Department Name
Cocoa Police Department
State
FL
Submitter Name
Christopher Moderson
Submitter Rank/Title
Sergeant
Submitter Email
cmoderson@cocoapolice.com
Submitter Cell Phone

(321) 468-5013

Are you authorized to apply for and accept deliry of donated equipment?

YES

How many K9 vests are you applying for with this application?

1

K9 Name(s) Separated multiple names with a comma

Draco

1. Vest Application

Upload Vest Application

- SIGNED-1.-K9-Vest-Application-NOV21-Fillable.pdf

2. Sizing Form(s)

Upload K9 Sizing Form

- 3.-SA-Sizing-Form-_R3_Fillable-SEPT22.pdf

3. Proof of Certification/Training Document

Upload Proof of Certification/Training

- Draco-certificate.pdf

4. K9(s) Biography (1 paragraph per K9)

K9(s) Biography

K9 Draco is a 3-year-old Belgian Malinois, certified in Patrol and Narcotics work for Cocoa Police Department in Cocoa, Florida. He is partnered with Sergeant Christopher Moderson, who he has been working and liing with since 2021. The team completed over 600 hours of training before becoming certified in April of 2022. They have had over 130 deployments including 28 apprehensions since that time. He enjoys long walks and short naps, and dislikes when people forget to tell him he's a good boy!

5. & 6. K9 Photos

Upload K9 #1 Photo - ON-DUTY

- Draco-and-Moderson.jpg

Upload K9 #1 Photo - OFF-DUTY

- Draco-relaxing.jpg

Vested Interest in K9s, Inc. K9 Vest Recipient Application

PLEASE SUBMIT ALL INFORMATION THROUGH THE APPLICATION PORTAL AT WWW.VIK9S.ORG/PORTAL.

The mission of VIK9s is to raise awareness and funds to donate bullet and stab protective vests and other assistance to K9s of law enforcement and related agencies throughout the United States. The 501c(3) MA based organization, provides the vests at no cost to the eligible agencies.

K9's must be a minimum of 20 months of age. Vest awards are given on a first come, first served basis as funds become available and are embroidered with 1 of 7 standard sentiments. This application does not guarantee that a K9 vest will be awarded. To be considered for this equipment grant, all applicants must agree to all of the following terms and conditions and provide all required information.

RECIPIENT PARTICIPATION TERMS & CONDITIONS:

1. Complete and submit a vest sizing form via email PDF or JPG (see attached).
2. Provide copy of K9's current certification, if not required in your state, provide a pass/fail exam or up-to-date training records. **Submitter attests that any electronic signatures on document(s) submitted with this application are an authentic and genuine representation of the certifier's handwritten signature.*
3. Provide a one paragraph biography for each applicant team including certifications, K9's age, abilities, likes and dislikes.
4. Provide **TWO, HIGH QUALITY, in focus, close up, clear digital photos in good lighting** of each K9 applicant (one off-duty and one on-duty), with or without the handler, and attach in JPG or PNG format, via email. Photos may be made public.
5. Submit a local press release at each of the following times: **(1) IMMEDIATELY upon notification of vest award & (2) UPON RECEIPT of the awarded vest(s)** *(approx. 10 weeks post order)*, to at least one of the following media outlets: local, non-subscription newspaper(s) or public social media page or post. A template along with instructions, is provided by VIK9s to the PIO or other media contact listed below when the application is approved. It must appear, in its entirety, as defined in its instructions. Additional coverage via social media, print, radio, television, etc. is appreciated. VIK9s reserves the right to issue an independent press release in relation to grant awards. A sample of a published award is available via vik9s.org or Facebook.
6. In the event the covered K9 is no longer actively employed by your agency, passes away or the program becomes disbanded, and there is no immediate need, the vest is to be returned to VIK9s (at the agency's expense) to outfit another K9 in need.
7. **Submit all required forms and information via the application upload portal at www.vik9s.org/portal. Questions: Call (508) 824-6978. To be considered for this equipment grant, all fields on this form must be completed, agreed to, and submitted by an authorized party. The submission must also include the required supporting information, documents, and photos for each team.**

List the Handler & K9 team(s) in the space below. Limit 10 K9s per application.

Sgt. C. Moderson and K9 Draco

Authorized party: listed below, provides permission via signature, to Vested Interest in K9s, Inc. to utilize the submitted biography and photos for fundraising activities through social media, our website and third party fundraising promotions. Permission to use, publish and reproduce comments and testimonials received from the law enforcement agency or other related grant recipient on behalf of his/her K9 partner including name, K9s name, department, city and state for promotion, advertising or any other purpose is granted to Vested Interest in K9s, Inc.

Handler, please have your administration sign this application

Printed Name: Commander A. Marchica 71 Authorized Signature: _____

PRINTED NAME OF AUTHORIZED SIGNER — ORIGINAL SIGNATURE REQUIRED

Date: 12/4/23 Authorized Signer Title: Commander Cell # (required): (321) 626-3754

Email: AMarchica@cocoapolice.com Dept.: Cocoa Police Department State: FL

PIO*/Internal Media Contact: Yvonne Martinez Title: Public Information Officer

Direct Phone: (321) 243-7812 Email: YMartinez@cocoapolice.com

*If department does not have internal media relations or policy prohibits the distribution of press releases, list contact alternate outside PR/Media will distribute the vest award press releases to the media on behalf of the department.

Name: N/A Company Name: N/A

Phone: N/A Email: N/A

CANCELLATION/RETURN POLICY: ***Cancellation or return only accepted for the following reasons: K9 and/or handler no longer employed by agency, on permanent medical leave or becomes deceased, or K9 unit disbands.***

VESTED INTEREST IN K9s – K-9 SIZING FORM

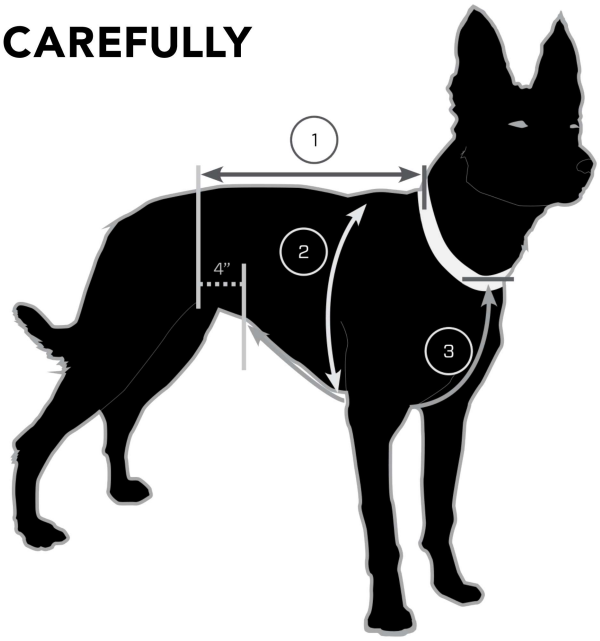
Officer's Name and Rank: Sergeant Christopher Moderson ID 23			Date: November 24, 2023
Department: Cocoa Police Department			Date Sized: November 24, 2023
Cell Phone #: 321-468-5013	Email: CModerson@cocoapolice.com		Sized By: Sgt. C. Moderson

Ship to: Sgt. C. Moderson	■ Department ☐ Residential		Attention: Sgt. C. Moderson
Address (No P.O. Box): 1226 W. King Street			Cell Phone#: 321-468-5013
City: Cocoa	State: FL	Zip: 32922	Email: CModerson@cocoapolice.com

K9 Name: Draco	Male ■ I Female ☐	Age: 3 years	Breed: Belgian Malinois

SIZING INSTRUCTIONS – PLEASE READ CAREFULLY

1. BACK – **Length** of back from top of collar to where the hind legs begin: 19 inches.
2. GIRTH – **Circumference** of rib cage **(around the entire body)**: 29 inches.
3. CHEST – **Length** of chest from collar to approximately 4" from hind leg: 24 inches.
4. WEIGHT – 74 pounds.



CURRENT CERTIFICATION(S)	VEST COLOR	ID PATCH	IMPRINT COLOR (CHOOSE ONE)
☐ Arson	☐ Black	☑ Police	☐ White
☑ Patrol	☐ Coyote	☐ Sheriff	☐ Gold
☑ Tracking	☐ MultiCam©	☐ K-9	☐ Grey
☑ Narcotics	☐ Ranger Green	☐ Police K-9	☑ Black
☐ Explosive	☑ Urban Digital	☐ Sheriff K-9	☐ Reflective White
☑ Trailing	☐ ATAC-AU	☐ Other	☐ Reflective Grey
☐ Electronic Storage Device			

Notes:

Upload completed Sizing form with other required application documents at www.vik9s.org/portal

Direct questions to: 508.824.6978

Updated 9/8/2022

STATE OF FLORIDA

K-9 TEAM CERTIFICATE

THE COMMISSION ON
CRIMINAL JUSTICE STANDARDS AND TRAINING

Hereby awards to

Christopher A Moderson

Canine - Draco

ID# 985112011946459

Team Certification Expires: 10/31/2024

Employing Agency: Cocoa Police Department

For having fulfilled the requirements for certification
as prescribed in Rule 11B-27.013 of Florida Administrative Code

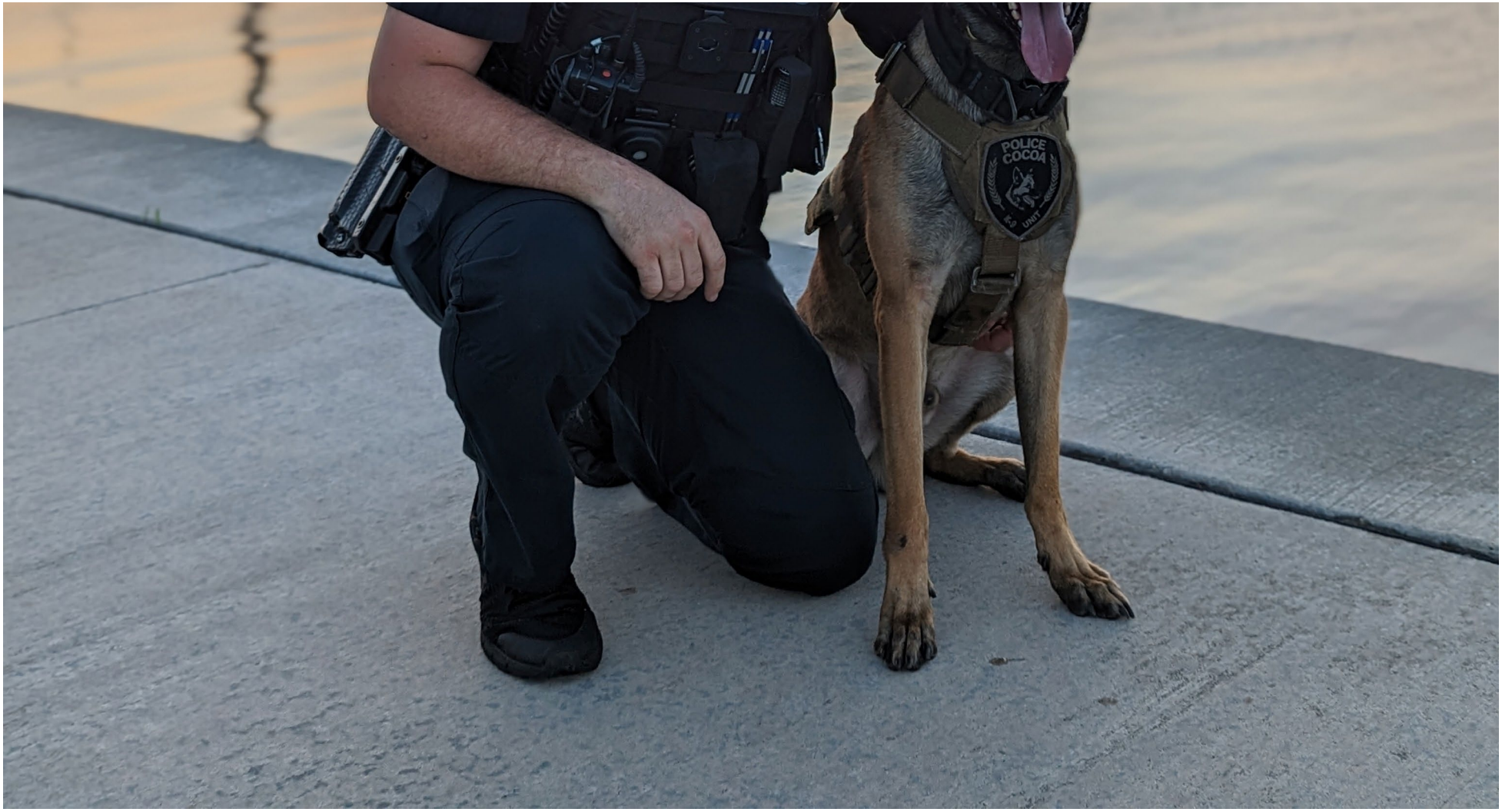
RON DESANTIS
GOVERNOR

TOMMY FORD, CHAIRMAN
CRIMINAL JUSTICE STANDARDS
AND TRAINING COMMISSION

CHAD BROWN, DIRECTOR
CRIMINAL JUSTICE
PROFESSIONALISM

J. MARK GLASS
COMMISSIONER


POLICE
COCOA
UNIT
OTTO
POLICE K9


POLICE
COCOA
K-9 UNIT



RESOLUTION NO. 2024-035

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2024; 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, 2023, and ending on September 30, 2024, at a Regular meeting held on September 26, 2023; 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 2023-2024 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, at a Regular City Council meeting assembled on the 9th day of April, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

Legislation Details (With Text)

File #:	24-174	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/29/2024			**In control:**	City Council
On agenda:	4/9/2024			**Final action:**	
Title:	Authorize the Chief Technology Officer to apply for the Florida Local Government Cybersecurity Grant for security capabilities. (Chief Technology Officer)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Internal Grant Application - FY24 FLDS Cypersecurity.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 29, 2024
Agenda Date: April 9, 2024
Prepared By: Robert Beach, Chief Technology Officer
Through: Stockton Whitten, City Manager
Requested Action:
Authorize the Chief Technology Officer to apply for the Florida Local Government Cybersecurity Grant for security capabilities.

BACKGROUND:

Previously, the City of Cocoa successfully secured cybersecurity capabilities through the Florida Local Government Cybersecurity Grant program. Funded by Florida Digital Services, these capabilities are granted to the City for implementation, with an awarded value of $110,806.66 for the current year, equivalent to an approximate retail value of $1.1 million.

To sustain the utilization of these capabilities, the City must either reapply for the grant program or allocate funds within the FY2025 budget. Additionally, funding is required to extend coverage from July 1, 2024, to September 30, 2024, as the current licenses expire on June 30, 2024. Florida Digital Service prioritizes the renewal of existing capabilities before considering new awards.

The City is not obligated to provide matching funds or adhere to reporting requirements with Florida Digital Service under this grant program.

STRATEGIC PLAN CONNECTION:

Improving Organizational Effectiveness, through procuring and maintaining robust, up-to-date cybersecurity resources to ensure the provision of efficient and effective public services.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Authorize the Chief Technology Officer to apply for the Florida Local Government Cybersecurity Grant for security capabilities.

INTERNAL GRANT APPLICATION FORM

Completed and Signed Copy of this Form **Must Be Attached** to all Grant Agenda Items

DEPARTMENT: Information Technology	**DIVISION:** n/a
POINT OF CONTACT: Robert Beach	**PROJECT MANAGER:** Robert Beach
NAME OF GRANT: Florida Local Government Cybersecurity Grant	
Assistance Listing#/CFSA#: n/a	**FUNDING AGENCY:** FLDS
AMOUNT REQUESTED: $ n/a	**GRANT DUE DATE:** 04/26/2024

PROJECT DESCRIPTION:

Grant renewal application to continue existing cybersecurity capabilities awarded in the previous grant year. This is not a monetary grant but a grant of licenses and capabilities provided by Florida Digital Service.

MATCH REQUIRED: No **(IF YES, HOW MUCH :) $**	**TARGET DATE TO COUNCIL:** 04/09/2024
REIMBURSEMENT GRANT: No	**REIMBURSEMENT SCHEDULE:**

WHAT ARE THE REPORTING REQUIREMENTS?

none

FUTURE REQUIREMENTS TO CONSIDER:

If grant is not renewed or funded each year, the City would need to pay for the licensing of capabilities if we wish to continue to use them.

_____ Department Director

_____ Grants Administrator

_____ Deputy Finance Director

_____ Finance Director

_____ City Manager

Legislation Details (With Text)

File #:	24-179	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	4/3/2024			**In control:**	City Council
On agenda:	4/9/2024			**Final action:**	
Title:	Approve Resolution to Waive Competitive Bidding Process to Repair the Pool at Joe Lee Smith Community Center at a Total Cost not to Exceed $115,000. Provide Authority to the City Manager to Approve a Purchase Orders and Execute Contracts related to the Pool Repair at Joe Lee Smith Community Center. Approve a Resolution Amending the FY24 Budget, BAF#24-076-T. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	solesourceresolution 2024-036.pdf Budget Resolution FY 2024-037 ADA Compliant.pdf BAF 24-076-T-PW-JLS Pool AFBP21 (4-9-24) Agenda 24-179.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 3, 2024
Agenda Date: April 9, 2024
Prepared By: Shawny Chung, Contract Technician
Through: Abigail Morgan, P.E., Public Works Director
Requested Action:
Approve Resolution to Waive Competitive Bidding Process to Repair the Pool at Joe Lee Smith Community Center at a Total Cost not to Exceed $115,000. Provide Authority to the City Manager to Approve Purchase Orders and Execute Contracts related to the Pool Repair at Joe Lee Smith Community Center. Approve a Resolution Amending the FY24 Budget, BAF#24-076-T.

BACKGROUND:

The pool at Joe Lee Smith Community Center is 50+ years old and in need of some major repairs. Currently, the pool is closed and has been closed for 3 months due to lack of repairs. It will remain closed until necessary repairs are completed.

The county has requested that the city make these repairs due to budgetary issues. Public works is currently seeking out vendors to do the necessary repairs. Staff is estimating that the costs for the required repairs will be as much as $115,000. In order to expedite the procurement of necessary services, and in an effort to increase the likelihood of the pool repairs being completed in time for the summer, Staff is requesting that Council waive the Competitive Bidding requirements for this project.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	($115,000)
Account Number	001-1600-513.39-00 AFBP21
Account Name	Contingency
Amount Requested	$115,000
Account Number	001-3560-519.46-00 AFBP21
Account Name	Repair and Maintenance

(These funds are through the use of the balances from completed projects with the FY21 Assigned Fund Balance)

PREVIOUS ACTION:

In March 2024, the city did minor repairs, the pool needs additional major repairs in order to open the pool.

RECOMMENDED MOTION:

Approve Resolution to Waive Competitive Bidding Process to Repair the Pool at Joe Lee Smith Community Center at a Total Cost not to Exceed $115,000. Provide Authority to the City Manager to Approve a Purchase Orders and Execute Contracts related to the Pool Repair at Joe Lee Smith Community Center. Approve a Resolution Amending the FY24 Budget, BAF#24-076-T.

RESOLUTION NO. 2024-036

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 9th day of April, 2024.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, CMC, City Clerk

EXHIBIT "A"

To Resolution No. 2024-036

The City Manager recommends that the competitive bidding requirement be waived, as it is in the best interest of the City, for the Joe Lee Smith Community Center Pool Rehabilitation.

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

_____

Stockton Whitten
City Manager

RESOLUTION NO. 2024-037

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2024; 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, 2023, and ending on September 30, 2024, at a Regular meeting held on September 26, 2023; 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 2023-2024 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, at a Regular City Council meeting assembled on the 9th day of April, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=12829350&GUID=1D07D1F6-7AFC-42DF-8762-DEA96234889E* is a secure document that has been embedded in this document. Double click the pushpin to view.



Legislation Details (With Text)

File #:	23-677	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Agenda Ready	
File created:	10/19/2023		**In control:**	City Council	
On agenda:	4/9/2024		**Final action:**		
Title:	To Approve and Authorize the City Manager to Execute Task Order 2024-01 with CHA Consulting, Inc. for Engineering Services of the Pineda Water Main Railroad Crossing Project; To Approve as a Multi-Year Contract from FY2024 through FY2025; To Approve a Resolution Amending the FY2024 Budget, BAF#24-067-PT ($203,902). (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-CHA 2024-01 $203,902-UT-ENG.pdf Proposal COI - Exp 8-1-24.pdf Q-23-12-COC-A Continuing Services Agreement.pdf EXHIBIT A - CHA Billing Rates2.pdf EXHIBIT B - RFQ Q-23-12-COC.pdf EXHIBIT C - CHA Submittal.pdf Good Faith Estimate.pdf Budget Resolution FY 2024-032 ADA Compliant.pdf BAF 24-067-PT-UT- Fund RR Crossing Water Main (04-09-24) Agenda 23-677.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 13, 2024
Agenda Date: April 9, 2024
Prepared By: John Perrin, P.E., Senior Engineer
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve and Authorize the City Manager to Execute Task Order 2024-01 with CHA Consulting, Inc. for Engineering Services of the Pineda Water Main Railroad Crossing Project; To Approve as a Multi-Year Contract from FY2024 through FY2025; To Approve a Resolution Amending the FY2024 Budget, BAF#24-067-PT ($203,902).

BACKGROUND:

The Pineda Water Main Railroad Crossing project consists of the trenchless installation of a 16-inch high-density polyethylene (HDPE) water main and accompanying casing pipe. The new water main will convey water under the railroad crossing at the Pineda Causeway, completing a loop between two existing dead-end water mains on each side of the railroad crossing.

The Pineda Water Main Railroad Crossing project is effectively a subsequent phase of the original Pineda Water Main Extension project which was substantially completed on September 7, 2023. During the original project, the railroad crossing was unable to be accomplished due to unforeseen utility conflicts within the railroad corridor. In order to prevent interruption to the schedule of the original project, which was a joint project with the City of Melbourne, the railroad crossing segment was removed from the scope of the original project.

The scope of work requested under Task Order 2024-01 will allow CHA Consulting, Inc. (CHA), under RFQ Q-23-12-COC, to perform engineering services for the Pineda Water Main Railroad Crossing project, generally consisting of design, permitting, bidding and procurement services.

Staff recommends approval of this agenda item in order to complete the water main extension project.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes

Amount Requested	($203,902)
Account Number	421-4055-536.63-00 (Project Number WS18MI)
Account Name	Infrastructure

Amount Requested	$203,902
Account Number	421-4055-536.63-00 (Project Number WS23RR)
Account Name	Infrastructure

Source of Funds: Project Transfer

PREVIOUS ACTION:

On April 25, 2023, City Council approved CHA to provide engineering services for design, permitting, and services during construction for utility conveyance systems upgrades and expansions.

RECOMMENDED MOTION:

To Approve and Authorize the City Manager to Execute Task Order 2024-01 with CHA Consulting, Inc. for Engineering Services of the Pineda Water Main Railroad Crossing Project; To Approve as a Multi-Year Contract from FY2024 through FY2025; To Approve a Resolution Amending the FY2024 Budget, BAF#24-067-PT ($203,902).

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Engineering Services for Design, Permitting, and Services During Construction for Utility Conveyance Systems Upgrades and Expansion	2024-01
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 02/15/24 City Bid Number: RFQ 23-12-COC AMOUNT: $ 203,902.00

Vendor Name: CHA Consulting, Inc. Quote/Proposal Number: 2024-01

Dept. Number/Division Name: Utilities/Engineering

Project Name: Pineda Water Main Railroad Crossing Project Number: WS23RR

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. : Requested Amendment Amount:

Original Task Order Amount: Total Revised Amount including all Amendments:

Total number of Amendments including this one:

Scope of Services; Justification for Amendment

This task order requests engineering design services for the portion of the Pineda Water Main Extension project that was unable to be installed during the original water main project due to unforeseen utility conflicts within the railroad corridor.

Design is Construction Related: ☑ YES ☐ NO ☐ N/A Good Faith Estimate of Construction Value: $ 2,400,000.00

Documentation for Good Faith Estimate Attached and Valid: ☑ YES ☐ NO ☐ N/A

Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

Requestor Department Director

********** DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY **********

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2024-01

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $75K)

Mayor (Purchases that exceed $75K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

SCOPE OF SERVICES & FEE

Pineda Causeway North WTM RR Crossing Design Assistance and Permitting Project

February 9, 2024

Owner: City of Cocoa
Consultant: CHA Consulting, Inc.

I. INTRODUCTION

The City of Cocoa's (City) water transmission main from Wickham Road to the US Route 1 interchange at SR 414 (Pineda Causeway) was recently completed as part of the Pineda Causeway WTM project.

Completion of the crossing under the FEC Railway right-of-way was not completed due to new facilities installed between the time the crossing was designed and the time of construction. Currently the water mains are stubbed on either side of the FEC Railway right-of-way.

CHA has prepared this scope of services to include administrative and technical services required to complete the Pineda Causeway North WTM RR Crossing Design Assistance and Permitting Project (Project) based on the scope of services described herein. Note that construction phase services are not included at this time; it is anticipated that those services will be included in a future amendment.

II. SCOPE OF WORK

The scope of work includes the following tasks, which are detailed in this section:

TASK 1 – PROJECT ADMINISTRATION
TASK 2 – FINAL DESIGN
TASK 3 – PERMITTING SERVICES
TASK 4 – BIDDING SERVICES
TASK 5 – SUPPORT SERVICES

TASK 1 – PROJECT ADMINISTRATION

Subtask 1.1 ***Attendance of Kickoff Meeting*** – CHA will prepare for and attend a project "kick-off" meeting with the City to discuss an overview of the project and project requirements. CHA will coordinate and lead the meeting and will prepare and distribute a meeting summary.

Subtask 1.2 ***Attendance at Monthly Design Progress Meetings*** – CHA will prepare for and attend up to four (4) monthly design progress meetings with the City to discuss the progress of the project.

Subtask 1.3 ***General Project Administration*** – CHA will perform the following:

1. Perform general project coordination and management activities, including administrative activities for this authorization and coordination with the City.

2. Prepare and submit to the City progress reports and invoices for this assignment. Progress reports will be prepared and submitted monthly to advise and highlight the overall progress of the permitting, design, and construction administration tasks, as well as identify activities which are completed, on-going, or pending.

Task 1 Deliverables:

- Attendance at "Kick-Off" meeting; meeting summary.
- Attendance at monthly progress meetings; meeting summaries.
- Monthly progress reports with monthly invoices.

TASK 2 – FINAL DESIGN

Subtask 2.1 ***Preparation of Design Development Phase (60% design) documents –*** CHA will prepare design development phase (60% design) documents. CHA will perform the following:

1. Prepare design development phase package with 60% design information. Completed draft specifications (including Division 1 specifications) will be included with the package.

2. Perform 60% design phase coordination and permitting activities and prepare 60% design phase drawings, diagrams, and design basis memos.

3. Submit design development phase (60% design) documents to the City for review and comment.

4. Provide an opinion of probable construction cost (OPCC)for the project.

5. Attend a design development (60% design) review meeting with the City. CHA will provide meeting agenda, summary and action items resulting from the meeting. This scope of services assumes this meeting will be held virtually via MS Teams or similar service.

6. Respond to the City's comments and outline revisions to be made to the documents.

Subtask 2.2 ***Preparation of Construction Document Phase (90% and 100% design) documents*** **–** CHA will prepare construction document phase (90% and 100% design) documents. CHA will perform the following:

1. Perform 90% design phase coordination, permitting, and design fix-up activities and prepare 90% design phase drawings, specifications, and updated design calculations.

2. Submit 90% design phase documents for review and comment.

3. Provide an updated OPCC for the project.

4. Attend a 90% design review meeting with the City. CHA will provide meeting agendas, summaries and action items resulting from the meeting. This scope of services assumes this meeting will be held virtually via MS Teams or similar service.

5. Respond to City comments and outline revisions to be made to the documents.

6. Perform 100% design phase coordination, permitting, and design fix-up activities and prepare final construction documents (100% complete bid-ready) including drawings and specifications.

7. Submit 100% complete bid-ready documents to the City.

Task 2 Deliverables:

The Engineer will provide the City the following deliverables:

- Electronic (PDF) copy of Opinions of Probable Construction Costs at 60% and 90% design.
- Electronic (PDF) of drawings at the scheduled 60 and 90 percent Final

Design for review by the City.

- Electronic (PDF) of technical specifications at the scheduled 60 and 90 percent Final Design for review by the City.
- Review meeting agendas and summaries.
- Electronic (electronically signed and sealed) PDF files of the 100 percent drawings.
- Electronic (electronically signed and sealed) PDF) files of the 100 percent technical specifications.

TASK 3 – PERMITTING SERVICES

CHA will lead the following efforts and associated meetings and presentations. FDOT permit is not required.

Subtask 3.1 ***FDEP Permitting*** – CHA will perform the following:

1. Submit permitting drawings and technical specifications with the applicable permit application and fees to FDEP for a "Specific Permit to Construct PWS Components". FDEP permit fee of $650 paid by CHA shall be reimbursed by City.

2. Prepare responses for up to two (2) Requests for Additional Information (RAIs) provided by FDEP during the permit review process (if applicable).

Subtask 3.2 ***RR Crossing Permitting*** – CHA will perform the following:

1. Submit permitting drawings and technical specifications with the applicable permit application and fees to Florida East Coast Railway for a "Utility Crossing Permit". FEC Railway permit fees of $9,000 paid be CHA shall be reimbursed by City.

2. Prepare responses for up to three (3) Requests for Additional Information (RAIs) provided by FEC during the permit review process (if applicable).

Subtask 3.3 ***Brevard County ROW Permitting*** – CHA will perform the following:

1. Submit Permitting set of drawings and technical specifications with the applicable permit application to Brevard County Public Works for a Right-of-Way/Easement Permit in up to two (2) separate submittals. Brevard County permit fees up to $40,000 paid by CHA shall be reimbursed by City.

2. Prepare responses for up to two (2) Requests for Additional Information (RAIs) per submittal provided by Brevard County during the permit review process (if applicable).

Task 3 Deliverables:

- FDEP permit application and documents for signature by the City.
- Electronic permit application submittal for FDEP review.
- Brevard County permit application and documents for signature by the City.
- FEC Railway Utility Crossing Application

TASK 4 – BIDDING SERVICES

Subtask 4.1 ***Attendance at Pre-bid Conference*** **-** CHA will attend a pre-bid conference at a location selected by the City.

Subtask 4.2 ***Question Response*** **–** CHA will prepare responses for up to four (4) rounds of contractor questions received during the pre-bid and bid processes. CHA will also prepare addenda for distribution to bidders.

Subtask 4.3 ***Conformed Documents*** **–** CHA will prepare conformed documents incorporating bid question responses and addenda information.

Task 4 Deliverables:

- Bidder question responses.
- Electronically signed and sealed version (PDF) of the Conformed Documents.

TASK 5 – SUPPORT SERVICES

Subtask 5.1 ***Surveying Services*** **-** CHA will utilize ECHO UES for surveying services, to include topographical survey, utility designation, and up to ten utility verification test holes within the limits identified below. Scope of services includes FEC Right of Entry permit and FEC watchman as required for conducting survey work with the FEC right-of-way.



Subtask 5.2 Geotechnical Engineering Services

CHA will utilize Terracon for geotechnical engineering services, scope of which consists of field exploration, laboratory testing, and engineering/project delivery.

Field Exploration

The field exploration program is expected to be completed with 2 days of on-site activities after boring layout and utility clearances and includes three subsurface borings along the proposed water main alignment to a planned depth of 50 feet and two subsurface borings at the pipe entry and exit points to a planned depth of 25 feet:



Boring Layout: Terracon will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized.

Subsurface Exploration Procedures: Prior to drilling, Terracon will subcontract GPR services in areas of suspected utility conflict. Terracon will advance borings with an mini-track or truck-mounted drill rig using rotary wash boring techniques. Five samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, Terracon will observe and record groundwater levels during drilling and sampling.
The exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

Laboratory Testing

The geotechnical engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but the following laboratory testing may be performed:

- Water content
- Atterberg limits
- Grain size analysis

The laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, Terracon will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of the field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during drilling

- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Estimated seasonal groundwater fluctuations
- Geotechnical soil conditions as they relate to horizontal directional drilling installation of the proposed water main.

COST BREAKDOWN

For the professional services set forth in this Scope of Service, the City shall compensate CHA Companies, Inc. a lump sum fee for Tasks 1 through 5 on a percent completed basis as follows:

Task	Cost
1 – PROJECT ADMINISTRATION	$15,240
2 – FINAL DESIGN	$41,818
3 – PERMITTING SERVICES	$79,690
4 – BIDDING SERVICES	$10,136
5 – SUPPORT SERVICES	$57,018
Total Cost	**$203,902**

III. SCHEDULE

The proposed project schedule is summarized below:

- Design complete within 180 days from Notice to Proceed
- Bid period 90 days after design completion.

IV. SERVICES NOT INCLUDED

The following are examples of some specific additional services that may be required, but are not included within this Scope of Services.

- Utility easement acquisition services.
- Environmental investigations.
- Preparation of bidding documents (Div 0) other than assistance with the Bid Form.
- Material testing during construction.
- Contractor selection or contract administration services.
- Construction related services that result from a delay in completing construction by the Contractor.
- Resident Project Representative (RPR) services or periodic site visits in excess of times specified herein.

These and other services can be provided, if desired by the City, under separate Scope of Service(s) or by an amendment to this Scope of Services. Services performed will be on an as-directed basis in accordance with a written Notice to Proceed from the City.

UTILITY ENGINEERING & SURVEY
ECHO UES, Inc.
888.778.ECHO
www.echoues.com
Grow, Inspire, Make a Difference

October 30, 2023

Mark K. Worsham, P. E.
Principal Engineer VI
CHA

PROPOSAL FOR TOPOGRAPHICAL SURVEY and SUBSURFACE UTILITY ENGINEERING SERVICES

Project: Water Main River Crossing, Pineda Causeway, City of Cocoa, Brevard County, FL

Change Order #3

Dear Mr. Worsham:

At ECHO UES, Inc. (ECHO) we value your consideration and appreciate the opportunity to provide a technical proposal for the provision of professional services. This technical proposal, inclusive of an economical offer and schedule, details the approach we consider the most suitable for this project.

Project Synopsis: Based on the information made available to ECHO, we understand the project consists of design services for the installation of a Water Main (WM) along Pineda Causeway in Melbourne. This proposal serves as a Change Order (#3) to the previous project for the same WM installation along Pineda Causeway and across N. Wickham Rd. in Melbourne. ECHO's professional services were requested to provide topographic survey and subsurface utility engineering services within the area in which the new WM will be designed and constructed.

This proposal letter addresses Change Order #3 for performing additional design survey and subsurface utility engineering per provided graphic exhibits and direction provided by the EOR.

ECHO will perform the additional field work; update the existing survey and utility information and obtain any necessary Railroad ROW permits to perform the field work.

Approach, methodology and limitations shall remain unchanged from the original proposal letter.

Fee: ECHO's competitive offer, which is inclusive of all field, office, materials, supplies, and equipment costs is detailed below.

- **Subsurface Utility Engineering and Topographic Survey, Fixed Fee: $34,950.00**

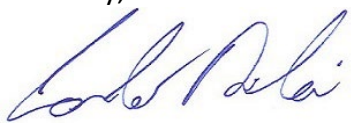
The fee above is inclusive of up to 10 utility verification test holes, FEC Right Of Entry permit and FEC watchman requested for surveying within the FEC R/W.

Acceptance: We will honor this proposal for 90 days. If accepted, please return to our attention together with a professional services agreement/task work order authorization and official Notice to Proceed.

At ECHO UES, Inc. we believe in collaboration and communication with our clients and are driven to understand their needs and provide time-efficient and cost-effective solutions. ECHO strives to provide quality utility and survey reliable data to design better, build faster, and safely enhance Engineering, Design, Construction and Maintenance of infrastructure.

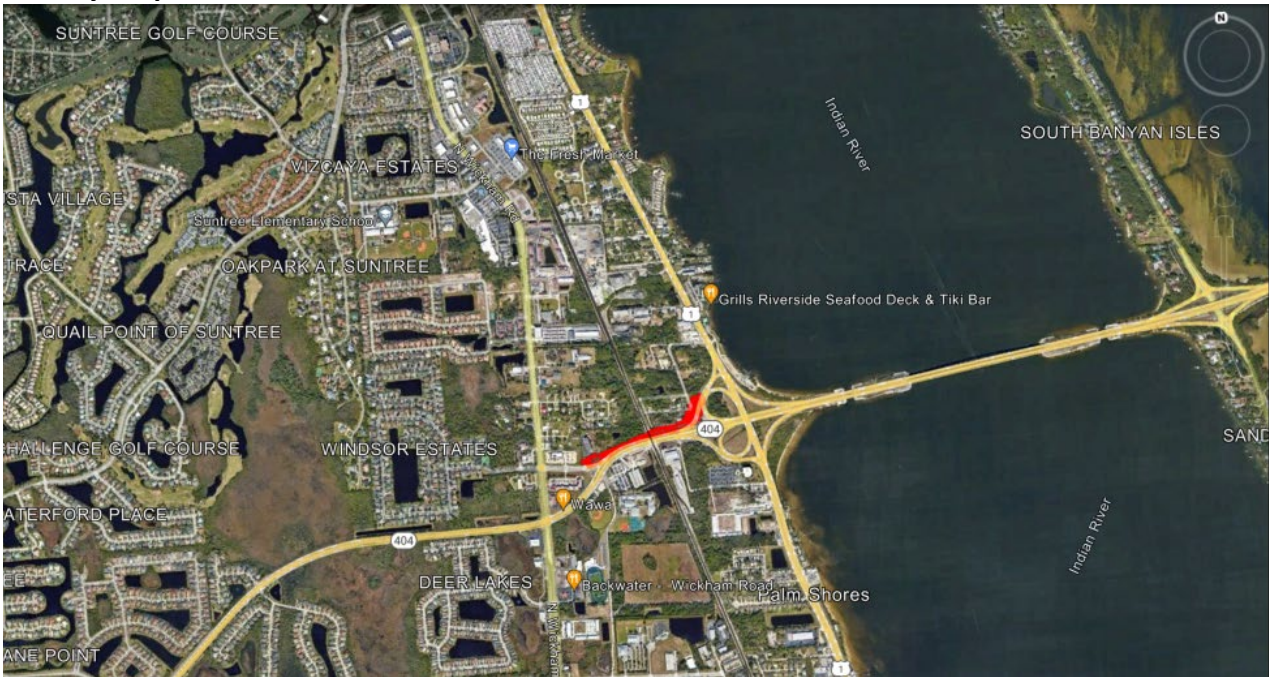
Thank you for considering ECHO for this important project and please do not hesitate to contact me directly should you have any questions or concerns.

Sincerely,



Carlo Pilia
Vice President
ECHO UES, Inc.

Vicinity Map:



Project Limits:



1675 Lee Road
Winter Park, FL 32789
P (407) 740-6110
Terracon.com

November 20, 2023

CHA Consulting, Inc.
1016 Spring Villas Pointe, Suite103
Winter Springs, Florida 32708

Attn: Mr. Jeff Grant, P.E.
P: 407-679-5358
E: JGrant@chasolutions.com

RE: Revised Proposal for Geotechnical Engineering Services
Water Main Crossing Florida East Coast Railroad
Along Pineda Way
Brevard County, Florida
Terracon Proposal No. PH1235328

Dear Mr. Grant:

We appreciate the opportunity to submit this revised proposal to CHA Consulting, Inc. (CHA) to provide Geotechnical Engineering services for the above referenced project. This proposal has been revised since October 26, 2023 to include additional borings requested by the City of Cocoa. The following exhibits are attached:

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data
Exhibit E	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this proposal is $12,960 (including subcontracted private utility location fees) with an anticipated delivery date of 6 weeks after notice to proceed. If needed, ROW permitting and MOT is an additional $3,750. Exhibit C includes details of our fees and a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by providing a purchase order and notice to proceed.

Sincerely,
Terracon

Shenna McMaster, P.E.
Senior Geotechnical Engineer

Jay Casper, P.E.
Senior Principal

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by CHA and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request CHA and/or the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	Aerial plan and profile of anticipated water main alignment
Project Description	The project involves installation of an 850 lineal foot 16 inch force main by horizontal directional drilling methods below the Florida East Coast Railroad north of Pineda Causeway. The maximum depth of the pipe installation is anticipated to be 40 feet below existing grade.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located Along Pineda Way in Brevard County, Florida. Latitude/Longitude (approximate) 28.204214° N; 80.667078° W (See Exhibit D)
Existing Improvements	North right of way area of Pineda Causeway. The area is mostly cleared with grass cover. A drainage ditch is also present.
Existing Topography	Existing ground surface elevations in the project alignment is near +25 to +30 feet.
Site Access	We expect the site, and all exploration locations, are accessible with our truck or mini-track-mounted drilling equipment and support vehicles. We anticipated that clearing will not be required for drill rig access.
Expected Subsurface Conditions	Our experience near the vicinity of the proposed development and review of geologic maps indicates subsurface conditions consist of sand with varying amounts of silt and shell. Groundwater levels are anticipated to be a few feet below existing grade.

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

The field exploration program is expected to be completed with 2 days of on-site activities after boring layout and utility clearances and includes subsurface borings as described below:

Number of Borings	Planned Boring Depth (feet)	Planned Location [1]
3	50	Along the proposed water main alignment
2	25	Endpoints of proposed alignment

1. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

Boring Layout: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. d.

Subsurface Exploration Procedures: Prior to drilling, we will subcontract GPR services in areas of suspected utility conflict. We will advance borings with an mini-track or truck-mounted drill rig using rotary wash boring techniques. Five samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface and damage to landscaping.

We will backfill borings with grout upon completion. Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings will be dispersed in the general vicinity of the borehole.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location service Sunshine State One Call of Florida (SSOCOF). We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us.

Terracon proposes to subcontract with a private utility locating service. Fees associated with this service are included in our Scope of Services.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours

(Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Right of way permitting may be required by FDOT. FDOT ROW permitting efforts can be performed if required. Maintenance of Traffic (MOT) including signs and barricades may be required is also included in the scope. However, we anticipate that the geotechnical field work will remain outside the railroad easement and permitting with the railroad easement is not included.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Atterberg limits
- Grain size analysis

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Estimated seasonal groundwater fluctuations
- Geotechnical soil conditions as they relate to horizontal directional drilling installation of the proposed water main.

In addition to an emailed report, your project will also be delivered using our **Client Portal**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Estimated Fee
Subsurface Exploration, Private Utility Locates[1], Laboratory Testing, Geotechnical Consulting and Reporting	$12,960
Additional Effort for ROW Permitting and MOT	$3,750
Total[3]	$16,710

1. We will subcontract a private utility locating firm and/or utilize geophysical equipment. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.

A detailed scope of services and fee estimate is attached.

Our Scope of Services does not include services associated with wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, permitting or lack of permission to access the

boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Client Portal	Schedule [1, 2,3]
Kickoff Call with Client	2 days after notice to proceed
Site Characterization	30 days after notice to proceed
Geotechnical Engineering	40 days after notice to proceed

1. Upon receipt of your notice to proceed we will activate the schedule component on **Client Portal** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar within on **Client Portal**. The schedule will be updated to maintain a current awareness of our plans for delivery.
3. Dependent on ROW permitting

SCOPE OF SERVICES AND FEE ESTIMATE
16" WATER MAIN CROSSING FLORIDA EAST COAST RAILROAD
ALONG PINEDA CAUSEWAY
BREVARD COUNTY, FLORIDA
TERRACON PROPOSAL NO. PH1235328

DESCRIPTION OF WORK	QTY.	RATE	UNIT	AMOUNT
I. FIELD EXPLORATION				
A. Mobilization of Crew and Equipment	1	$ 1,000.00	lump sum	$ 1,000.00
B. Standard Penetration Test (SPT) Borings (3 to 50', 2 to 25')				
- 0 to 50 feet	200	$ 15.00	per l.f.	$ 3,000.00
- 50 to 100 feet	0	$ 16.50	per l.f.	$ -
C. Grout Seal Borings (3 to 50', 2 to 25')				
- 0 to 50 feet	200	$ 6.50	per l.f.	$ 1,300.00
- 50 to 100 feet	0	$ 8.00	per l.f.	$ -
D. Drill Crew Time (Difficult Access, Standby Time)	3	$ 275.00	per hour	$ 825.00
E. Per Diem (2 man crew)	2	$ 230.00	per day	$ 460.00
F. Site Reconnaissance/Coordinate Field Work				
-- Senior Engineering Technician	8	$ 65.00	per hour	$ 520.00
G. Ground Penetrating Radar (GPR) Utility Clearance	1	$ 1,200.00	lump sum	$ 1,200.00
Subtotal				$ 8,305.00
II. LABORATORY TESTING				
A. Wash Sieve No. 200 Grain Size Analysis	6	$ 60.00	per test	$ 360.00
B. Atterberg Limits	3	$ 100.00	per test	$ 300.00
C. Organic Content	3	$ 40.00	per test	$ 120.00
D. Natural Moisture Content	12	$ 15.00	per test	$ 180.00
Subtotal				$ 960.00
III. ENGINEERING AND TECHNICAL SERVICES				
A. Principal Engineer	4	$ 225.00	per hour	$ 900.00
B. Senior Geotechnical Engineer	8	$ 175.00	per hour	$ 1,400.00
C. Project Engineer	8	$ 120.00	per hour	$ 960.00
D. CADD Operator	3	$ 95.00	per hour	$ 285.00
E. Technical Secretary	2	$ 75.00	per hour	$ 150.00
Subtotal				$ 3,695.00
TOTAL BASE FEE ESTIMATE FOR GEOTECHNICAL SERVICES				**$ 12,960.00**
IV. ROW PERMITTING AND MOT				
A. Senior Geotechnical Engineer	6	$ 175.00	per hour	$ 1,050.00
B. Permitting Fee			estimate	$ 300.00
C. Maintenance of Traffic (MOT)	2	$ 1,200.00	per day	$ 2,400.00
Subtotal				$ 3,750.00
TOTAL FEE ESTIMATE FOR GEOTECHNICAL SERVICES				**$ 16,710.00**

Exhibit D – Site Location

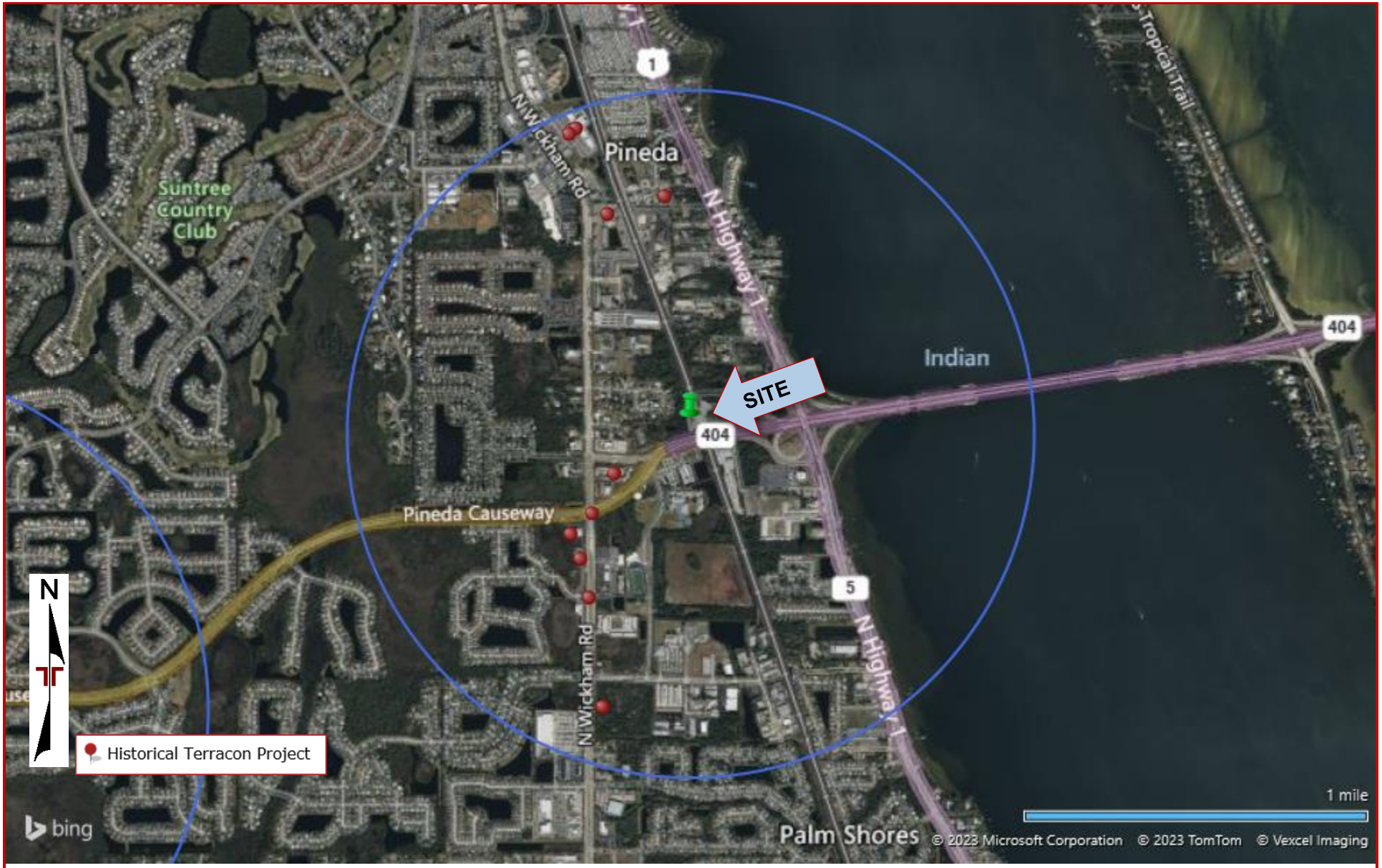


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

Exhibit E – Anticipated Exploration Plan



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

City of Cocoa Pineda Causeway North WTM RR Crossing

2/9/2024

TASK DESCRIPTION	Technical Services Leader (QA/QC) Rate = $290		Senior Project Manager Rate = $256		Project Engineer VI Rate = $222		Project Engineer III Rate = $135		Designer/CADD Manager Rate = $140		Senior Inspector Rate = $140		PMA Rate = $105		Subtotal	Subtotal Hours	Hourly Rate
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Cost		
TASK 1 - PROJECT ADMINISTRATION	0	$0	52	$13,312	4	$888	0	$0	0	$0	0	$0	8	$840	$15,040	64	$235.00
1.1 - Attendance to Kickoff Meeting		$0	10	$2,560	0	$0		$0		$0		$0		$0	$2,560	10	$256.00
1.2 - Attendance at Monthly Design Progress Meetings (4)		$0	24	$6,144	4	$888		$0		$0		$0		$0	$7,032	28	$251.14
1.3 - General Project Administration		$0	18	$4,608		$0		$0		$0		$0	8	$840	$5,448	26	$209.54
TASK 2 - FINAL DESIGN (4 Mo.)	8	$2,320	14	$3,584	72	$15,984	70	$9,450	72	$10,080	0	$0	0	$0	$41,418	236	$175.50
2.1 - 60% Design Phase incl OPCC	4	$1,160	8	$2,048	40	$8,880	40	$5,400	40	$5,600		$0		$0	$23,088	132	$174.91
2.6 - 90%/100% Design Phase incl OPCC	4	$1,160	6	$1,536	32	$7,104	30	$4,050	32	$4,480		$0		$0	$18,330	104	$176.25
TASK 3 - PERMITTING SERVICES (Concurrent)	6	$1,740	40	$10,240	0	$0	104	$14,040	28	$3,920	0	$0	0	$0	$29,940	178	$168.20
3.1 - FDEP Permitting	2	$580	12	$3,072		$0	24	$3,240		$0		$0		$0	$6,892	38	$181.37
3.2 - FEC RR Permitting	2	$580	16	$4,096		$0	48	$6,480	16	$2,240		$0		$0	$13,396	82	$163.37
3.3 - Brevard Co. Permitting	2	$580	12	$3,072		$0	32	$4,320	12	$1,680		$0		$0	$9,652	58	$166.41
TASK 4 - BIDDING SERVICES	4	$1,160	10	$2,560	8	$1,776	20	$2,700	8	$1,120	0	$0	4	$420	$9,736	54	$180.30
4.1 - Attendance at Pre-bid Conference		$0	4	$1,024		$0	4	$540		$0		$0		$0	$1,564	8	$195.50
4.2 - Question Response		$0	4	$1,024	8	$1,776	12	$1,620		$0		$0		$0	$4,420	24	$184.17
4.3 - Conformed Drawings	4	$1,160	2	$512		$0	4	$540	8	$1,120		$0	4	$420	$3,752	22	$170.55
TASK 5 - SUPPORT SERVICES	0	$0	6	$1,536	6	$1,332	6	$810	12	$1,680	0	$0	0	$0	$5,358	30	$178.60
6.1 - Surveying Services		$0	4	$1,024	4	$888	4	$540	10	$1,400		$0		$0	$3,852	22	$175.09
6.2 - Geotechnical Engineering Services		$0	2	$512	2	$444	2	$270	2	$280		$0		$0	$1,506	8	$188.25
BUDGET TOTALS	18	$5,220	122	$31,232	90	$19,980	200	$27,000	120	$16,800	0	$0	12	$1,260	**$101,492**	562	
Percent Breakdown	5%		31%		20%		27%		17%		0%		1%			100%	

TASK DESCRIPTION	Travel	Photocopies & Printing	Permit Fee	Total ODC	ECHO	Terracon	Sub Consultant Total	TOTAL TASK COST
	Cost	Cost	Cost	Cost	Cost	Cost	Cost	
TASK 1 - PROJECT ADMINISTRATION	$ 200.00	$ -	$ -	$200.00	$ -	$ -	$0.00	$15,240.00
1.1 - Attendance to Kickoff Meeting	$ 200.00			$200.00			$0.00	$2,760.00
1.2 - Attendance at Monthly Design Progress Meetings (4)				$0.00			$0.00	$7,032.00
1.3 - General Project Administration				$0.00			$0.00	$5,448.00
TASK 2 - FINAL DESIGN (4 Mo.)	$ -	$ 400.00	$ -	$400.00	$ -	$ -	$0.00	$41,818.00
2.1 - 60% Design Phase incl OPCC		$ 100.00		$100.00			$0.00	$23,188.00
2.6 - 90%/100% Design Phase incl OPCC		$ 300.00		$300.00			$0.00	$18,630.00
TASK 3 - PERMITTING SERVICES (Concurrent)	$ -	$ 100.00	$ 49,650.00	$49,750.00	$ -	$ -	$0.00	$79,690.00
3.1 - FDEP Permitting			$ 650.00	$650.00		$0.00	$0.00	$7,542.00
3.2 - FEC RR Permitting		$ 100.00	$ 9,000.00	$9,100.00			$0.00	$22,496.00
3.3 - Brevard Co. Permitting			$ 40,000.00	$40,000.00			$0.00	$49,652.00
TASK 4 - BIDDING SERVICES	$ 200.00	$ 200.00	$ -	$400.00	$ -	$ -	$0.00	$10,136.00
4.1 - Attendance at Pre-bid Conference	$ 200.00			$200.00	$0.00	$0.00	$0.00	$1,764.00
4.2 - Question Response				$0.00			$0.00	$4,420.00
4.3 - Conformed Drawings		$ 200.00		$200.00			$0.00	$3,952.00
TASK 5 - SUPPORT SERVICES	$ -	$ -	$ -	$0.00	$ 34,950.00	$ 16,710.00	$51,660.00	$57,018.00
6.1 - Surveying Services				$0.00	$34,950.00		$34,950.00	$38,802.00
6.2 - Geotechnical Engineering Services				$0.00		$16,710.00	$16,710.00	$18,216.00
BUDGET TOTALS	$400	$700	$49,650	**$50,750**	$34,950	$16,710	**$51,660**	$203,902

TOTAL SUM FEE COMPUTATIONS	**BUDGET**
Labor	$101,492.00
Other Direct Costs (ODCs)	$50,750.00
Subconsultants	$51,660.00
Total Lump Sum Fee	**$203,902.00**

CHAHOLDING CMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/8/2023

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
Ames & Gough
859 Willard Street
Suite 320
Quincy, MA 02169

CONTACT NAME:
PHONE (A/C, No, Ext): (617) 328-6555 FAX (A/C, No): (617) 328-6888
E-MAIL ADDRESS: boston@amesgough.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Phoenix Insurance Company A++, XV	25623
INSURER B : Travelers Indemnity Company, A++, XV	25658
INSURER C : Berkshire Hathaway Specialty Insurance Company	22276
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
CHA Consulting, Inc.
3 Winners Circle
Albany, NY 12205

COVERAGES **CERTIFICATE NUMBER:** **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						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		630-7E170386	8/1/2023	8/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X		810-4S407410	8/1/2023	8/1/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CUP-4S539836	8/1/2023	8/1/2024	EACH OCCURRENCE	$ 15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 15,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH)	N / A		UB-4S429322	8/1/2023	8/1/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liab			47-EPP-308429-05	8/1/2023	8/1/2024	Per Claim	6,000,000
C				47-EPP-308429-05	8/1/2023	8/1/2024	Aggregate	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
If AI box is checked, GL Endorsement Form #CGD604, Auto AI #CAT499 to the extent provided therein applies and all coverages are in accordance with the policy terms and conditions.

RE: Engineering Services for Design, Permitting, and Services during construction for Utility Conveyance Systems Upgrades and Expansion

City of Cocoa shall be included as additional insured with respects to General and Auto Liability where required by written contract. A 30 Day Notice of Cancellation is provided in accordance with the policy terms and conditions.

CERTIFICATE HOLDER

City of Cocoa
65 Stone Street
Cocoa, 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
Jared Maxwell

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CONTINUING SERVICES AGREEMENT

Engineering Services for Design, Permitting, and Services During Construction for Utility Conveyance Systems Upgrades and Expansion

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 20 day of June 2023, by and between the **City of Cocoa,** a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **CHA Consulting, Inc.**, a foreign corporation authorized to do business in Florida ("Engineer"), whose principal address is 575 Broadway, Albany, NY 12207.

WITNESSETH:

WHEREAS, City desires to obtain engineering, design, and permitting services from time to time on an as-needed, task oriented basis related to the construction of utility conveyance systems upgrades and expansion projects; and

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

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

WHEREAS, Engineer is willing to provide such utility engineering services to the City under the terms and conditions stated herein.

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

1.0 TERM AND DEFINITIONS

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

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

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

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

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

c. "Engineer" shall mean CHA Consulting, Inc., a foreign corporation, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Chapter 119, Florida Statutes.

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

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

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

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

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Engineer to perform engineering services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. If a site visit by the Engineer is needed to generate a Scope of Work document, the Engineer shall request approval prior to visiting the site. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as **Exhibit "A"**, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee or not-to-exceed budget shall consist of a list of major sub-tasks and

a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City reserves the right, at its discretion, to consider the Task Proposal as part of a formal or informal competitive bid process before approving or disapproving any Task Proposal. The City will review the Task Proposal, along with any other task proposals submitted to the City by other contractors, and if the description cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

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

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

2.3 The Engineer may be asked to perform any engineering services identified in **RFQ Q-23-12-COC**, which is incorporated herein by this reference as **Exhibit "B"**. The Engineer's Response to **RFQ Q-23-12-COC** is incorporated herein by this reference as **Exhibit "C"**.

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

2.5 No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding the threshold in section 287.055, Florida Statutes, shall be the subject of a Task Order under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

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

designated representative.

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

4.0 SCHEDULE

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

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

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

5.3 Witness Services. For witness or expert services rendered by Engineer's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the

Engineer or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order.

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

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

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

5.7 Payment Offsets. To the extent that Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by Engineer.

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Engineer shall remain liable to the City in accordance with applicable law for all damages to the City caused by Engineer's performance of any services provided under this Agreement.

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

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

5.11 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit

reveals an overpayment to the Engineer, the Engineer agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Engineer for any claims relating to the validity of a finding by the City of overpayment.

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

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Engineer reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

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

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the minimum amount of $3,000,000.00 per occurrence or claim and in the aggregate with a deductible not greater than $50,000.00. For professional liability insurance written on a "claims-made" basis, the Engineer shall maintain and provide evidence to the City of "tail" coverage that extends coverage for an additional five years following completion of all Work rendered under this Agreement and Task Orders.

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

c. Automobile Liability. The Engineer shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000.00 per occurrence combined single limit for bodily injury, including wrongful death, and property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

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

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article l0.l.b and l0.l.c herein, as its interest may appear, from time to time.**

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this

Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

12.1 Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer’s services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer’s designated representative shall have the authority to act on Engineer’s behalf with respect to the Services. In addition, Engineer’s

representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities at the time the Services are rendered. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

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

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Engineer related, directly or indirectly, to the services

provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

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

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

cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Engineer fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Engineer's failure to comply with this Section, the City shall collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

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

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

15.0 ASSIGNMENT

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

attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

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

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

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

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

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

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

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

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

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

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to Section 17.0, Default; (b) the Engineer makes a general assignment for the benefit of its credits; (c) Engineer fails to comply with any condition or provision of this Agreement; or (d) Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy City may have under this Agreement.

18.2 In addition, either party may terminate for convenience without penalty at any time upon fifteen (15) days advance written notice.

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

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency,

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 60 days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

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

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement

without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

26.0 ENTIRE AGREEMENT

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

27.0 NO JOINT VENTURE

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

28.0 ATTORNEY'S FEES

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

29.0 COUNTERPARTS

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

30.0 DRAFTING

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

31.0 NOTICE

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

For Engineer:
CHA Consulting, Inc.
Attn: Kelcia Mazana, Project Manager
927 New Haven Avenue, Suite 206
Melbourne, FL 32901

with copy to: CHA Consulting, Inc.
Attn: Legal Department
3 Winners Circle
Albany, NY 12205

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

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

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

32.0 SOVEREIGN IMMUNITY

32.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Engineer agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer shall indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, injuries, liabilities, damages, losses, costs or suits, including reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

The Engineer specifically assumes potential liability for actions brought by the Engineer's own employees against the City and, solely for the purpose of this indemnification and defense, the Engineer specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

34.2 The indemnity provisions set forth in Paragraphs 34.1 shall survive termination of this Agreement.

34.3 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Engineer expresses its willingness to enter into this Agreement with the knowledge that the Engineer's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Engineer to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

34.4 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make Engineer or Engineer's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Engineer and Engineer's personnel have no

authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Engineer's own personnel.

35.2 The presence of Engineer's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Engineer for itself and its Sub-consultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any architecture, landscape architecture, engineering, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

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

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

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

38.0 E-VERIFY.

38.1 Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors 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. Engineer must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Engineer 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. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The Engineer shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the Engineer utilizes Subcontractors the following shall apply:

a. Engineer shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

b. Engineer 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.

c. Engineer shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:

CITY OF COCOA

By: _____

Stockton Whitten, City Manager

ENGINEER:

CHA CONSULTING, INC.

By: Timothy D. George

Print Name/Title: Timothy D. George, Sr. Vice President

ATTEST:

By: _____
Carie Shealy, City Clerk

EXHIBIT A
Engineer's Rate Schedule

EXHIBIT B
RFQ Q-23-12-COC

EXHIBIT C
Engineer's Response to RFQ Q-23-12-COC

Revision 2

City of Cocoa
Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion

CHA Consulting Inc's Professional Services Fee Schedule

Personnel Position	Rate ($/hr)
Project Engineer I	$110.00
Project Engineer II	$120.00
Project Engineer III	$135.00
Project Engineer IV	$155.00
Senior Engineer V	$185.00
Senior Engineer VI	$222.00
Senior Engineer VII	$256.00
Project Manager	$185.00
Senior Project Manager	$256.00
Technical Services Leader	$290.00
Principal	$290.00
Designer/CADD Manager	$140.00
CADD Technician	$130.00
CADD Operator	$90.00
Construction Manager	$165.00
Senior Inspector	$140.00
Inspector I	$105.00
Technician I	$100.00
Technical Intern	$80.00
Project Manager Assistant	$105.00
Senior Administrator	$95.00
Administrator I	$80.00

1. Billing rates listed are through the initial term of the contract and may be subject to adjustment upon renewal.
2. All copies, reproductions, subconsultants, materials or equipment purchased, or other direct cost shall be a pass-thru only without mark-up.
3. Travel reimbursable at IRS rate for employees or specialists outside the Melbourne, FL or Winter Springs, FL office.

1016 Spring Villas Pt, Winter Springs, FL 32708
T 407.679.5358 • www.chacompanies.com

REQUEST FOR QUALIFICATIONS (RFQ)

City of Cocoa, Florida

ENGINEERING SERVICES

FOR

DESIGN, PERMITTING, AND SERVICES DURING CONSTRUCTION FOR UTILITY CONVEYANCE SYSTEMS UPGRADES AND EXPANSION

BID NO. Q-23-12-COC

Published February 8, 2023

RFQ # Q-23-01-COC

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CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

1. INTRODUCTION

The City of Cocoa (hereinafter referred to as "City") is requesting Statements of Qualifications from qualified engineering firms to provide the City with assistance regarding the anticipated design, permitting, and construction for Utility Conveyance Systems, Upgrades, and Expansion. The City's objective is to select two or more engineering firms (also referred to herein as "Consultant") to serve as the engineering firm that will be required to assist the City in the design, permitting, and performance of services during construction of Utility conveyance systems upgrade and expansion projects. In addition, the City reserves the right, at its sole discretion, to select among the Respondents of this RFQ or through other bidding procedures, other engineering/consulting firms to handle identified conveyance utility system projects if the City deems it in the City's best interests to do so. This solicitation shall be part of the Consultants Competitive Negotiation Act (CCNA) process as mandated in Section 287.055, Florida Statutes and the City of Cocoa Purchasing Policy.

RFQ DUE DATE & TIME: Thursday, March 23, 2023 Qualifications packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Packages are to be received **NO LATER THAN 3:00 P.M.** Packages received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located at the reception desk in the lobby of Cocoa City Hall, 65 Stone St., Cocoa, Florida will be the official authority for determining the time that packages are received and for determining late responses.

All RFQ information and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark envelope **RFQ No. Q-23-12-COC ENGINEERING SERVICES FOR DESIGN, PERMITTING, AND SERVICES DURING CONSTRUCTION OF UTILITY CONVEYANCE SYSTEMS UPGRADES AND EXPANSION.** Respondent's name and return address must be clearly identified on the outside of the envelope.

These documents constitute the complete set of terms and conditions, specification requirements, and forms. Any additional information should be attached to this format or the Respondent may be disqualified.

Respondents shall submit ONE (1) original (marked "ORIGINAL"), Three (3) paper copies and ONE (1) USB copy of their response, complete with all supporting documentation. Responses submitted by facsimile or electronically will NOT be accepted. Responses which do not comply with these requirements may be rejected at the option of the City. It is the Respondent's responsibility to ensure that all submittals are in accordance with all addendums issued, if any. Failure of any Respondent to receive any such addendum or interpretation shall not relieve such Respondent from its terms and requirements. The RFQ and any Addendums are available online at http://www.myvendorlink.com .

Responses not submitted in the format set forth herein shall be rejected unless otherwise explained in the response documents.

For information concerning procedure for responding to this Request for Qualifications (RFQ), contact Brian Dale, Purchasing Manager, Purchasing & Contracts Division at (321) 433-8833. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services or Respondent procedures will only be transmitted by written addendum.

All questions about the meaning or intent of the RFQ Documents shall be submitted in writing and directed to the City of Cocoa, 65 Stone St., Cocoa FL 32922, Attention: Brian Dale, Purchasing Manager, Purchasing & Contracts Division. Questions may also be sent via e-mail to purchasing@cocoafl.gov. Questions received after the question due date will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and may not be relied upon by Respondent in submitting their response. **The deadline for questions is [UPDATE].**

ANTI-LOBBYING PROVISION

COMPANIES AND PERSONS DESIRING TO RESPOND TO THIS RFQ ARE HEREBY NOTIFIED THAT ALL COMMUNICATIONS REGARDING THIS RFQ, WHETHER IN WRITING, ELECTRONIC, VERBAL, OR BY SOME OTHER MEANS, AND WHETHER MADE INDIRECTLY BY THIRD PARTIES OR DIRECTLY BY THE RESPONDENT, SHALL BE SUBMITTED TO THE CITY'S PURCHASING MANAGER, EXCEPT LEGAL MATTERS MAY BE DIRECTED TO THE CITY ATTORNEY DIRECTLY OR THROUGH THE PURCHASING MANAGER. EXCEPT AS EXPRESSLY REQUIRED BY THIS RFQ FOR FORMAL PRESENTATIONS (IF ANY), ANY INDIRECT OR DIRECT COMMUNICATIONS AND LOBBYING REGARDING THIS RFQ MADE TO MEMBERS OF THE CITY COUNCIL, MEMBERS OF THE SELECTION ADVISORY COMMITTEE, OR ANY OTHER CITY OFFICIAL ARE STRICTLY PROHIBITTED AND SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION.

2. STANDARD TERMS & CONDITIONS

1.1. ACCEPTANCE AND REJECTION - The City reserves the right to accept or reject any and all responses and to accept the response which best serves the interest of the City of Cocoa. The City may award sections individually or collectively, whichever is in its best interest, unless the Respondent only intends to respond for the contract in its entirety.

1.2. ASSIGNMENT - Neither the contract nor payment due pursuant to this RFQ may be assigned. Any attempt to assign the responsibilities and payment under this RFQ without the express prior written consent of the City of Cocoa shall be grounds for termination of the Contract.

1.3. AWARD - Award shall be generally made to the engineering firms that demonstrate technical capability while most closely meeting the City's needs according to the evaluation criteria and factors designated in the solicitation and under the CCNA. Further, once the City Council approves a ranking of the firms, the award will depend upon the successful Respondent(s) negotiating acceptable terms under an Engineering Services Contract. **While not included as part of the ranking of Respondent(s) in the CCNA process**, **Respondents are hereby notified that should a Respondent be selected to negotiate a Contract with the City, the City will be paying significant attention to cost of services being offered. The successful Respondents shall be those that are not only the most qualified firm, but the firm that has also agreed to rates, fees and charges that the City of Cocoa deems to be fair, reasonable and competitive in the market place.** If the City pursues competitive negotiations with your firm and the City cannot agree on fair, competitive, and reasonable rates, fees, and charges for services required by this RFQ, the City will cease negotiations with your firm. The City will then commence negotiations with the next ranked firm until the City has awarded a Contract or rejected all of the proposals at its sole discretion.

2.1. OTHER AGENCIES – All Bidder(s) awarded contracts as a result of this RFQ may permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

2.2. CONFLICT OF INTEREST - The Respondent certifies that this response has not been arrived at collusively or otherwise in violation of federal, state or local laws. Any purchase order, check requisition or Contract from which any agent, officer or employee of the city or any relative thereof, will realize a financial gain, directly or indirectly, shall be void, except that before the execution of a purchase order, check requisition or Contract, the Council shall have the authority to waive compliance with this section when it finds such action to be in the best interest of the City.

2.3. CONSULTANT'S PROJECT MANAGER AND PROJECT ENGINEER – The Consultant will designate a Project Manager and Project Architect or Engineer in their submittal response to the RFQ. Both of these positions shall be qualified licensed professional architects or engineers in the State of Florida. The Project Manager shall be authorized and responsible to act on behalf of Consultant with respect to directing, coordinating and administering all aspects of Services to be performed under this Contract. The Project Architect or Engineer shall be the lead technical resource on the assigned projects responsible for technical elements of the design and quality control. Replacement (including reassignment) of said Project Manager or Project Architect or Engineer shall not be made without the prior written approval by the City.

2.4. DEVIATION FROM SPECIFICATION - Any deviation from specifications and submittal requirements must be clearly stated, explained in detail and accepted by the City in writing. Otherwise items offered are expected to be in strict compliance with specifications and submittal requirements and the successful response shall be held accordingly.

2.5. DISCRIMINATION STATEMENT: An entity or affiliate placed on the Discriminatory Vendor List may not submit a response for a Contract to provide goods or services to a public entity, may not submit a response on a Contract with a public entity for the construction or repair of a public building or perform any public work, may not submit Proposals for leases of real property to a public entity, may not award or perform work as a Consultant, supplier, sub-consultant, or consultant under any Contract with any public entity, and may not transact business with any public entity.

2.6. ECONOMY OF PREPARATION: The responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent's qualifications and ability to fulfill the requirements of the RFQ.

2.7. F.O.B. POINT - Products and materials related to the project are to be shipped F.O.B. to the department and address as identified on Purchase Orders.

2.8. INFORMALITIES - The City of Cocoa reserves the right to both waive any minor informality or irregularity in responses and to determine, in its sole discretion, whether or not a particular informality is minor.

2.9. INFORMATION AND LITERATURE - Respondents are to furnish all information and literature requested. Failure to do so may be cause for rejection.

2.10. INTERPRETATIONS - Any questions concerning conditions and specifications shall be directed to the purchasing manager. Interpretations that may affect the eventual outcome of this RFQ will be furnished in writing to all prospective potential Respondents. No interpretation shall be considered binding unless provided in writing by the City of Cocoa.

2.11. NON-DISCRIMINATION - The successful Respondent will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin or physical handicap.

2.12. PATENTS AND COPYRIGHTS - The Respondent will agree to hold harmless the City of Cocoa, its officers, agents and employees from liability of any kind, including cost and expenses, with respect to any claim, action, cost or judgment for patent or copyright infringements. Also, the City and any Federal awarding agency funding any part of the Contract with the successful Respondent reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for City and Federal Government purposes the copyright in any work developed under the Contract any rights of copyright that the Respondent has purchased ownership with funding from the Contract. In addition, with respect to any discovery or invention which arises or is developed in the course of or under any Contract with the City, the City shall retain ownership rights to any patent based on such discovery or invention unless otherwise agreed to by the City's City Council.

2.13. PAYMENTS - Upon acceptance of work by using department of the City, employees and others, it is understood and agreed that orders and services shall be shipped and performed at the established Contract prices. Invoicing in variance with this will subject the Contract to cancellation. The City shall make payment to the Consultant in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes. The City reserves the right, with justification, to partially pay any invoice submitted by the Consultant when requested to do so by the using City department. Unless otherwise directed in the Contract for services, **all invoices shall be directed to the Accounts Payable Section, City of Cocoa, 65 Stone St., Cocoa, FL 32922, with a copy directed to the City department using the services.**

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.

2.14. PUBLIC ENTITY CRIMES - As required by section 287.133, Florida Statutes, the Proposer warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Proposer further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By way of a submittal response completion and signature on this solicitation, the Proposer certifies that it is qualified to do business with the City of Cocoa in accordance with all Florida Statutes.

2.15. PUBLIC RECORDS: Florida law provides that municipal records shall, at all times, be open for personal inspection by any person. Section 119.01, Florida Statutes (The Public Records Law). Unless otherwise provided by the Public Records Law, information and

materials received by the City in connection with an RFQ response and under any awarded Contract shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for under section 119.07, Florida Statutes and other applicable laws. If the Respondent believes any of the information contained in his or her response is exempt from the Public Records Law, then the Respondent must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records. In addition, the Respondent shall make available to the City (and if any part of any Contract awarded under this RFQ is funded by the Federal government, the Federal Grantor agency, the Comptroller General of the United States), or any of their duly authorized representatives to any books, documents, papers, and records of the Respondent which are directly pertinent to any Contract awarded under this RFQ for the purpose of making audit, examination, excerpts, and transcriptions. All records shall be retained for a minimum of three (3) years after the City makes final payment under the Contract awarded under this RFQ and all other pending matters are closed by the City.

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

2.16. TAX EXEMPTIONS - The City of Cocoa is tax exempt. The City of Cocoa's tax-exempt number is 85-8012621548C-8.

2.17. TERMINATION FOR CAUSE: If a Respondent is awarded a Contract under this RFQ, the successful Respondent is hereby on notice that the Contract shall be subject to termination in the event that the Respondent breaches the Contract, or Respondent fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Respondent is declared bankrupt or insolvent, or Respondent is found to have committed fraud or any other unlawful act against the City or another party. The City may, upon written notice to the Respondent, terminate the right of the Respondent to proceed under the Contract, and may hold the Respondent liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Respondent under the Contract shall, at the option of the City, become the City's property and the Respondent shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Respondent, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Respondent, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the amount of damages due to the City from the Respondent can be determined.

2.18. TERMINATION FOR CONVENIENCE: If a Respondent is awarded a Contract under this RFQ, the successful Respondent is hereby on notice that the Contract shall also be subject to termination for convenience by the City. The City reserves the right, in its best interest as determined by the City, in its sole discretion, to cancel the Contract by giving

written notice to the Respondent thirty (30) days prior to the effective date of such cancellation.

2.19. TIME FOR CONSIDERATIONS – All Proposals will be considered after the time and date set for the opening of the Proposals and for a period up to ninety (90) days thereafter.

2.20. TRADE SECRETS - Respondents should not send trade secrets. If, however, trade secrets are claimed by any Respondent, they will only be considered trade secrets in accordance with Florida law. Respondent must mark any trade secret information submitted to the City as Confidential prior to such submittal. If a Respondent fails to submit a claim of trade secrets to the City before obtaining the City's Contract, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information (section 119.01, Florida Statutes).

3. SPECIAL CONDITIONS

3.1. ADDENDUM AND AMENDMENTS TO REQUEST FOR QUALIFICATIONS: If it becomes necessary to revise or amend any part of this Request for Qualifications, the City's Purchasing & Contracts Division will furnish the revision by written Addendum to all prospective Respondents who are recorded with the City as having received an original Request for Qualifications. Addenda information will be posted on Vendorlink at https://www.myvendorlink.com/. Respondents are responsible to check this location for updates.

3.2. COMMITTEE MEETINGS/PRESENTATIONS INFORMATION: The Notice of Committee Meetings/Presentations is generally posted at least seventy-two (72) hours in advance of such meetings/presentations. However, the City reserves the right to hold Committee meetings with less notice if necessary upon reasonable notice. Proposers are responsible to check the following locations for updates on this proposal's status: on the bulletin board located in the main lobby of the City Hall building at 65 Stone St., Cocoa, FL 32922; or on the City's Web Page http://www.cocoafl.org, under the City Clerk. City Council meetings, at which matters regarding this RFQ may be considered, are noticed by the City Clerk's office under the general rules and procedures of the City Council.

3.3. INDEMNIFICATION STATEMENT – By submitting a response document signed by an authorized agent of the Respondent, Respondent (Consultant) acknowledges and accepts the terms and conditions of the following Indemnification Statement in the event of Contract award:

"For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Consultant shall indemnify, hold harmless and defend the City of Cocoa and its elected and appointed officers, agents, officials, attorneys, representatives and employees (hereinafter the "City") from and against any and all liability, loss, cost, damages, expenses, injuries (including death), claim or actions, of whatever type, including but not limited to reasonable attorney's fees in any legal proceeding through trial and appeal, which the City may hereafter sustain, incur or be required to pay, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant, its agent(s), vendors, representatives, servants, employees, or other persons employed or utilized by the Engineer in the execution, performance or non- performance or failure to adequately perform Consultant's obligations pursuant to this RFQ and any subsequent contract, including any Task Order.

The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification, the Consultant 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."

3.4. LIMITATION OF LIABILITY STATEMENT – By submitting a response document signed by an authorized agent of the Respondent, Respondent acknowledges and accepts the terms and conditions of the following Limited Liability Statement in the event of Contract award:

"The City desires to enter into this Contract only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the Contract, so that the City's liability for any breach never exceeds the sum of any Contract amount that is owed by the City for services actually performed by the Respondent to the City's complete satisfaction. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Respondent expresses its willingness to enter into this Contract with the knowledge that the Respondent's recovery from the City to any action or claim arising from the Contract is limited to a maximum amount of the sum of any Contract amount that is owed by the City for services actually performed by the Respondent to the City's complete satisfaction, and in no case shall exceed the amount provided in Section 768.28, Florida Statutes. Nothing contained in this paragraph or elsewhere in this Contract is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28, Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest."

3.5. PROPOSER EXPENSES - No out-of-scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental Contract and issuance of an appropriate amendment to the Contract. The City will not pay a retainer or similar fee. The City is not responsible for any expenses that Respondent may incur in preparing and submitting responses called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the Respondent. The City will not be liable for any costs incurred by the Respondent in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

3.6. REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION: The Respondent shall furnish such additional information/clarification as the City may reasonably require. This includes, but is not limited to, information that indicates financial resources as well as the ability to provide and maintain the services requested. The City reserves the right to make investigations of the qualifications of the Respondent as it deems appropriate including, but not limited to, a background investigation of service personnel to be conducted by the City of Cocoa Police Department or its designees.

3.7. TERMS: Contracts awarded and entered into under this RFQ shall be contracts for continuing engineering services under which project or task based orders will be issued subject to deadlines mutually agreed to by the parties. The term of the any Contract will

not exceed three (3) years with up to two (2) two (2) year renewals. However, the City will reserve the right to extend the Contract beyond that period if the City Council determines that extension is required based upon public necessity to complete a pending task related to this RFQ or as otherwise deemed necessary in the best interests of the City at the City's sole discretion. Selected Consultants will be required to execute a written agreement on a form prepared by and acceptable to the City Attorney. Under no circumstances whatsoever shall a contract be formed between the City and a selected consultant until such time the written agreement is approved by the City Council at a public meeting and executed by the City and consultant.

3.8. TRUTH-IN-NEGOTIATIONS: Pursuant to section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in section 287.017, Florida Statutes for CATEGORY FOUR, the City shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.

3.9. PROHIBITION AGAINST CONTINGENT FEES: Each contract entered into by the City for professional services must contain a prohibition against contingent fees, which reads as follows: "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For each breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

4. STANDARD INSURANCE REQUIREMENTS

All qualified firms MUST provide written proof of insurance and demonstrate that they maintain all applicable insurance coverage as specified below as a condition precedent to contracting with, and performing any work for, the City of Cocoa. **Copies of all applicable current insurance certificates must be attached to the Respondent's submittal.**

Excluding professional liability policies which prohibit naming the City as an additional named insured, the Certificate of Insurance must be made to the City of Cocoa, 65 Stone St., Cocoa, FL 32922 and should reference the operation and must name the City as an additional insured.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the City of Cocoa.

All Certificates of insurance shall be approved by the City **prior** to the commencement of any work. Minimum coverage with limits and provisions are as follows:

4.1. COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms Contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 and with a deductible amount not greater than $5,000. It is further required that the City of Cocoa be named as an additional insured to the Consultant's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

4.2. COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total Contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $1,000,000.00 and with a deductible not greater than $5,000. It is further required that the City of Cocoa be named as an additional insured to the Consultant's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

4.3. AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

It is required that individuals and firms contracting with the City of Cocoa who own licensed motor vehicles that will be utilized in connection with any City contract or job maintain automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is further required that individuals and firms contracting with the City of Cocoa who lease, rent, or borrow licensed motor vehicles that will be utilized in connection with any City contract or job be required to maintain non-owned or hired automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

4.4. PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance in a minimum amount of $3,000,000.00 per occurrence or claim and in the aggregate, with a deductible not greater than $50,000.00. For professional liability insurance written on a "claims-made" basis, the Professional shall maintain and provide evidence to the City of "tail" coverage that extends coverage for an additional five years following completion of all Work rendered under the Agreement and Task Orders.

4.5. ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance or "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemicals being brought onto City property as required by the City's Safety and Loss Control Program.

4.6. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms must demonstrate that they have worker's compensation coverage at levels required by Florida law.

5. GENERAL INFORMATION

The City is requesting Statements of Qualifications (known as "the proposal") from qualified consulting firms in the state of Florida. In addition, the City reserves the right, at its sole discretion, to select among the Respondents of this RFQ, or through other procedures to select other engineering/consulting firms to handle component parts of the anticipated utility projects if the City deems it in the City's best interests to do so. This solicitation shall be part of the Consultants Competitive Negotiation Act process as mandated in Section 287.055, Florida Statutes and the City of Cocoa Purchasing Policy.

The engineering firm(s) selected will serve as the City's consultant for its utilities conveyance engineering design, permitting and services during construction including, but not limited to, the services described in the Scope of Services. The selected consultant(s) will enter into a three (3) year Contract with two (2) optional two (2) year renewals with the City if recommended by City staff after successful contract negotiations and approved by City Council in its sole discretion. However, the Consulting Professional Services Agreement shall be subject to termination for convenience by the City. The City reserves the right to select two or more consultants. Once under Contract, the City will award work on a task order basis to the contracted engineering firms and will attempt to divide the work between the firms as equitably as possible based on the projects to be executed under this Contract, the performance of the engineering firms under this Contract, and the specific expertise and experience of the firms required for the individual projects. The City reserves the right to award task orders at the City's sole discretion as it deems to be in the City's best interest regardless of the overall distribution of work to the selected engineering firms.

The selected engineering firms will be required to enter into an Engineering Continuing Services Contract in a form approved by the City Attorney and City Council, and at rates, fees, and charges determined by the City, in its sole discretion, to be fair, competitive and reasonable. Under no circumstances whatsoever shall a contract be formed between the City and a selected consultant until such time the written agreement is approved by the City Council at a public meeting and executed by the City and consultant. During presentations, Respondents are required to list and introduce by resume all lead members of their team, and there will be specific requirements for the engineering firm's selected project manager and project engineer.

6. SCOPE OF SERVICES

The selected engineering firms may be asked to perform any engineering services related to utilities conveyance projects. Utility conveyance projects will be related to water supply pipelines; potable water transmission and distribution pipeline systems, storage and pump stations; wastewater collection, and force main pipelines, and transfer/lift stations; and reclaimed water storage and pumping systems, transmission and distribution pipeline systems. The engineering services that are required for the conveyance projects shall include, but are not limited to the following:

1. Planning Evaluations/Studies
    a. Land availability
    b. Pipeline route identification
    c. Hydraulic modeling for pipeline sizing
2. Geotechnical Investigations

   a. Provide laboratory testing data report that includes soil boring logs with classifications and technical criteria
3. Ecological Investigations
   a. Wetland and endangered species identification
4. Land Surveying Services/Aerial Photography
   a. Topographic survey including right of ways and easements
5. GIS Support
6. Materials Testing
7. Condition Assessment of Pipelines and Conveyance Systems
8. Public Information Assistance
9. Cost Estimating Services
10. Grants assistance and state/federal funding assistance
11. Permitting Services
   a. Prepare and submit required project related permit applications and supporting documentation
   b. Responses to all Agency Requests for Additional Information (RAI)
12. SCADA services per the City's Control Systems Configuration Standards for duplex and triplex transfer/lift stations
13. Design Services
   a. 30 percent design completion submittals
   b. 60 percent design completion submittals
   c. 90/100 percent design completion submittals
14. Bidding Support Services
   a. Pre-bid Conference attendance
   b. Question response and issuance of addendums
   c. Bid review
15. Construction Phase Services
   a. Engineering Services During Construction such as shop drawing review, responses to requests for information and progress meetings
   b. Periodic site visits
   c. Testing
   d. Certification of construction
   e. Record drawings
   f. Resident engineer, if required
   g. Construction management and inspection, if required
   h. Startup assistance/training
   i. O&M Manual Preparation, if required
   j. Additional services as requested

NOTE: Any of the services referenced above may be tasked to one of the selected engineering firms or to other engineering firms or consultants selected by the City at its sole discretion. The City reserves the right to solicit proposals for any capital project and to award a Contract for consulting services for such project separate and apart from the Contract entered into pursuant to this request for qualifications.

7. SIMLAR PROJECTS

For purposes of this RFQ, similar projects for Respondent evaluation shall include:

- **Project Type A- Potable water distribution pipeline project**. The project shall involve new installation or upgrade/rehabilitation of potable water distribution pipeline(s). The

project shall include pipeline(s) less than 20-inches in diameter and greater than 1,000 feet of installed pipe.

- **Project Type B- Potable Water transmission pipeline project**. The project shall involve new installation or upgrade/rehabilitation of water transmission pipeline(s), carrying either raw or finished potable water. The project shall include pipeline(s) greater than or equal to 20-inches in diameter and greater than 1,500 feet of installed pipe.
- **Project Type C- Condition assessment.** The project shall involve determining appropriate testing methods, implementing a testing plan, and assessing results to determining remaining life of an asset.
- **Project Type D- Wastewater collection or transmission pipeline project.** The project shall involve new installation or upgrade/rehabilitation of a wastewater collection system (gravity) or transmission pipeline (force main). The project shall include a minimum of 500 feet of pipe installed within public rights of way.
- **Project Type E- Wastewater lift station or water pump station project.** The project shall involve a new or upgraded wastewater lift station or water pump station project. Lift station or water pump station projects shall have at least two pumps. The firm capacity of the station shall be a minimum of 300 gallons per minute.

8. RFQ SUBMITTAL DOCUMENTS

For the response to be considered complete and timely, Respondent must submit ONE (1) original marked "ORIGINAL", Three (3) paper copies and One (1) USB copy of the proposal. Response submissions must be received by the City of Cocoa on or before 3:00 P.M., Thursday, March 23, 2023.

The submission will be comprised of the Response Cover Page followed by the required documents in Sections I-IX. Each section will be separated using divider tabs and the response will be bound. A USB drive containing a complete electronic copy of the submittal in pdf format must be included.

Respondents must include the following information in their proposal:

RFQ Submittal Acknowledgement: Respondent will complete the acknowledgement and agree to the terms and conditions therein.

Section 1 - Cover Letter: The response shall contain a cover letter signed by a person who is authorized to commit the Respondent's offer to perform the work included in the RFQ and should identify all materials and enclosures being forwarded in response to the RFQ. **(Limited to 2 pages)**

Section 2 - Table of Contents: The Table of Contents shall provide a listing of all major topics, their associated section number, and starting page. **(Limited to 2 pages)**

Section 3 - Company/Firms and Subconsultant Qualifications and Capabilities: The Company Qualifications and Capabilities section of the proposal shall be **limited to four (4) typewritten pages**. The purpose of this section is to provide a brief discussion of Respondent's business history and description of the firm's abilities and capabilities to perform Tasks described in the RFQ. The section should also include a summary of current and projected workload of the project team

including the designated project manager and project engineer and statements addressing the following:

1) Responsiveness of the prime firm to satisfy the requirements of this RFQ, especially the Scope of Services and Minimum Qualifications set forth in Section 6 and 7;
2) The sufficiency of the financial resources and ability of the firm's personnel to perform the Contract or service;
3) Whether the firm has performed similar Contracts within the time and budget specified, without delay or interference;
4) The character, integrity, reputation, judgment, experience and efficiency of the firm;
5) The previous and existing experience and compliance by the Firm with the laws and ordinances relating to the scope of services;
6) The number, frequency, and outcome of any professional malpractice and other claims related to services rendered that are made against the firm in any administrative, license, court, or other legal proceeding within the last five (5) years; and
7) Whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act.

Section 4 - Project Team Qualifications and Experience: The Project Team Qualifications and Experience section of the proposal will be **limited to 8 pages** and shall include the following:

- Provide an overview of the project team's qualifications and experience **(Limited to 1 page)**
- Provide an organizational chart designating the following **(Limited to 1 page)**:

    - Principal-In-Charge who will be the City's point of contact with the Consulting Firm for Contract Management purposes;
    - Project Manager who will manage all of the projects/tasks related to this RFQ and serve as main point of contact for project interaction;
    - Project Engineer who will serve as the Engineer of Record, and Project Manager for individual projects and tasks;
    - Key Engineering and Construction Services Personnel; and
    - List all sub-consultants that the Firm anticipates using as part of this RFQ.

- **Prepare Form A for the Proposed Project Manager**. Form A requires the consultant to provide three (3) projects demonstrating the proposed project manager's experience. List up to three SIMILAR PROJECTS, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS, which most closely match the scope of work in this RFQ, as identified in the above **Section 7. Similar Projects**, wherein the proposed Project Manager has performed IN THE SAME CAPACITY with your firm, or other firms. LIST THE ONE PROJECT MANAGER ONLY AS INDICATED ON THE ORGANIZATIONAL CHART. The Consultant shall ensure that the basic description of the similar project *includes both identification* of the Similar Project Type (e.g., Project Type A, B, C, D, or E) *and* all required performance requirements and/or dimensions and that the elements are adequately explained in the text. Further, greater points will be awarded for a proposed Project Manager that has experience in multiple Project Types.
- **Prepare Form B for the Proposed Project Engineer.** List up to three (3) similar projects, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS, which most closely match the scope of work in

this RFQ, as identified in the above **Section 7. Similar Projects**, wherein the proposed project engineer has performed IN THE SAME CAPACITY with your firm, or other firms. LIST THE ONE PROJECT ENGINEER ONLY AS INDICATED ON THE ORGANIZATIONAL CHART. The Consultant shall ensure that the basic description of the similar project *includes both identification* of the Similar Project Type (e.g., Project Type A, B, C, D, or E) *and* all required performance requirements and/or dimensions and that the elements are adequately explained in the text. Further, greater points will be awarded for a proposed Project Engineer that has experience in multiple Project Types.

Section 5 - Past and Present Experience and Performance on Projects. The experience and performance on Projects section of the proposal will be **limited to 6 pages** and shall include the following:

- Provide a summary of project team's experience on projects **(Limited to 1 page)**
- **Prepare Form C for the Proposed Project Team.** List up to five similar projects, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS, which most closely matches the scope of work in this RFQ. The Consultant shall ensure that the basic description of the similar project *includes both identification* of the Similar Project Type (e.g., Project Type A, B, C, D, or E) *and* all required performance requirements and/or dimensions are *identified* and that the elements are adequately explained in the text. Further, greater points will be awarded for a proposed Project Team that has experience in multiple Project Types. **(Limited to 5 pages as Form C)**

Section 6 - Project Approach: The purpose of the Project Approach is to provide preliminary insight into how the Respondent would sequence work, manage multiple projects, effectively communicate with the City, provide quality assurance and quality control, and provide innovative ideas and approach. **(Limited to 3 pages)**

Section 7 - Resumes: Resumes of key personnel on project team relating to specific skills and experience related to the scope of work of the RFQ. **(Limited to 5 pages)**

Section 8 - Required Proposal Submittal Forms and Statements: This section of the proposal is where the following forms and statements will be located. Use the RFQ form template where provided.

1) Location **(form provided).** Provide the Company/Firm's Office, and the residences of both the Project Manager and Project Engineer and identify whether these locations are within 75 miles of the City of Cocoa defined as City Hall, 65 Stone Street, Cocoa, Florida.
2) Affidavit of Existing or Prior Contracts with the City **(form provided)**
3) Affidavit of Other Applicable Mandatory Criteria **(form provided)**
4) Scrutinized Company Certification **(form provided)**
5) Drug Free Workplace Form **(form provided)**
6) Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions **(form provided)**
7) Non-Collusion/Lobbying Certification **(form provided)**
8) Organizational Information **(form provided)**
9) E-Verify Affidavit **(form provided)**
10) FEMA Rider **(form provided)**
11) Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement **(form provided)**
12) Business Reference List **(form provided)**

13) Standard Terms and Conditions/Special Condition Modification Requests **(Proposer provided letter detailing exceptions)**
14) Copy of business licenses
15) Certificates of Insurance (see RFQ terms 4.1-4.6)
16) If applicable, Minority Business Enterprise certification

These materials will not be counted against the submittal's total page limit provided that they are all collected under a separate tabbed section of the submittal and labeled 'Required Proposal Forms and Statements.'

Written Response to the RFQ: When compiling the responses, sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page; proposals **should NOT be permanently bound**; do not use three ring binders; should allow flat storage; and sections should be compiled in the sequence list above. **The Maximum number of pages shall be 33 pages**, not including tabs/dividers and the "Required Proposal Submittal Forms and Statements" section.

9. RFQ TIMELINE

The City reserves the right to establish and change the schedule of the RFQ process at any time, with or without notice and without penalty. However, the **anticipated** schedule for this RFQ is as follows:

Solicitation Schedule

STEP	STAGE	DATE
1	RFQ Published and Advertised	Wednesday, February 8, 2023
2	Deadline for Respondent Questions	Wednesday, March 1, 2023
3	Responses/Addendum Issued by City	Friday, March 10, 2023
4	RFQ Submission Deadline	Thursday, March 23, 2023
5	Advisory Selection Committee Short List Ranking and Selection for Presentations (if needed)	TBD
6	Presentations (if needed)	TBD
7	Final Ranking and Recommendation of Firms by Advisory Selection Committee	Wednesday, April 12, 2023
8	City Council consideration of ASC Recommendation and City Council's decision regarding Ranking and Selection for Contract Negotiations	Tuesday, April 25, 2023
9	Contract Award by Council if negotiations successful	Tuesday, May 23, 2023

10. PRESENTATIONS

In general, the City wishes to avoid the expense to the City and to Respondents of unnecessary oral presentations. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no top-ranked firms can be clearly identified by review of the written submittals alone, then the Advisory Selection Committee shall schedule three or more of the top ranked firms for presentations.

If the City chooses to conduct oral presentations with one or more of the Respondents, the presentations will be held before the Advisory Selection Committee at a duly noticed meeting which may be open to the public. Minutes of the meeting will be prepared, and the meeting shall be tape recorded in accordance with s. 286.0113, Florida Statutes. The following general guidelines will be used during the presentations:

The City will establish the presentation schedule and Respondents will be notified at least seven (7) calendar days in advance of the date, time, and place of the presentations. Respondents are required to be available for the presentations and top members of the Respondent's team that will be working on and supervising the project are also expected to be present at the presentation and be available for questions.

The City will attempt to allot equal time for each Respondent divided into three sequential parts: (1) Introductory presentation by the Respondent (5 Minutes); (2) Questions and Answers between members of the ASC and the Respondent (10 Minutes); and (3) Brief closing remarks by the Respondent (5 Minutes). The time allotted for the presentation will be deemed the maximum time and no firm will be penalized for using less than the allotted time. The City reserves the right to go over the allotted time at any presentation to the extent that the Advisory Selection Committee deems it necessary to continue the question and answer period of the presentation related to Respondent's relevant qualifications and the criteria, and factors set forth in the RFQ.

Oral presentations will provide an opportunity for key members of the Respondent's team to demonstrate their, and their firm's, ability to communicate succinctly, efficiently, effectively, creatively, and economically about the requirements of this RFQ, and to demonstrate that their skills, qualifications, and character are compatible and consistent with the City's requirements and objectives set forth in this RFQ.

After the presentations, the Advisory Selection Committee will deliberate and prepare a recommended ranking of the qualifications of the Respondents that presented based on the written proposals and the presentations. The deliberations and recommendation may not occur at the presentation session, and will likely occur at a subsequently noticed meeting of the Advisory Selection Committee. The final ranking will be submitted to the City Council as a recommendation only. The City Council has the right to accept, reject, or modify the recommendation as it deems in the best interests of the City of Cocoa. The City Council will render, at its sole and absolute discretion, the final decision on the ranking received from the Advisory Selection Committee and make selection of Consultants for contract negotiations and the award of any and all Contracts, subject to successful contract negotiations, under this RFQ. The City Council's decision shall constitute the final decision of the City of Cocoa regarding this RFQ.

11. EVALUATION PROCEDURE AND CRITERIA

All responses will be subject to a review and evaluation process under the CCNA procedure set forth in the Florida Statutes. It is the intent of the City that all engineering firms and consultants responding to this RFQ who meet the requirements contained in this RFQ shall be ranked, at the City's sole and absolute discretion, in accordance with the criteria and factors established in these

documents. The City will consider all responsive and responsible responses received in its evaluation and award process.

Submittals will be scored and weighted using the evaluation rating range table and cumulative point system (the maximum attainable score is 100 points) as follows:

1- Firm's Qualifications (Section III) – 23 Points

2-Project Team's Qualifications (Section IV, VII) – 25 Points

3- Experience and Performance (Section V) – 25 Points

4- Project Approach (Section VI) – 10 Points

5- Location of Firms Office, Project Manager and Project Engineer (Section VIII) – 15 Points

The Project Manager, the Project Engineer, and their office should reside within 75 miles of the City of Cocoa City Hall. If any listed above are located outside of the 75-mile radius, then zero points will be awarded.

6- Whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act. (2 pts)

The City may, at its discretion, seek clarification of any aspect of a Consultant's submittal. Selection shall be made of the Consultants that demonstrate capability while most closely meeting the City's needs according to the requirements of this RFQ and the evaluation criteria and factors designated herein. Further, once the City Council approves a ranking of the firms, the award will depend upon the successful Respondents negotiating acceptable terms under a Consulting Professional Services Agreement. **While not part of the ranking part of the RFQ process**, **Consultants are hereby notified that should a Respondent be selected to negotiate a contract with the City, the City will be paying significant attention to cost of services being offered.** If the City pursues competitive negotiations with your firm and the City cannot agree on fair, competitive, and reasonable rates, fees, and charges for services required by this RFQ, the City will cease negotiations with your firm. The City will then commence negotiations with the next ranked firm or firms until the City has awarded a contract or rejected all the proposals at its sole discretion.

While the City intends to enter into contracts with a minimum of the top two (2) most qualified Consultants, subject to successful negotiation of acceptable terms of a contract, the City reserves the right to supplement the number of selected Consultants and enter into further additional contracts should certain areas of requested engineering expertise either (1) not be offered at all by the top two most qualified Consultants; or (2) if there are not an adequate number of engineering firms offering certain areas of expertise, in the City's sole discretion and determination."

12. OTHER APPLICABLE MANDATORY CRITERIA

The following represent additional mandatory criteria (See Section IX Affidavit):

1) The firm is licensed to practice in Florida and said license is in good standing.

2) The firm has no legal or professional conflict of interest with regard to any other work performed by the firm for the City of Cocoa or for any other person or entity or with respect to the scope of services required by this RFQ.

3) The firm adheres to the instructions and requirements in this RFQ in preparing and submitting the response including, but not limited to the Anti-Lobbying provision.

EACH RESPONDENT SHALL BE REQUIRED TO ADDRESS THE OTHER APPLICABLE MANDATORY CRITERIA IN WRITING AS PART OF THE RFQ SUBMITTAL PACKAGE. IF ANY OF THE FACTORS OR CRITERIA IS NOT APPLICABLE, THE RESPONDENT IS INSTRUCTED TO WRITE "NOT APPLICABLE" AS AN ANSWER.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

RFQ SUBMITTAL ACKNOWLEGDEMENT

Finance Department
Purchasing & Contracts Division
65 Stone St.
Cocoa, FL 32922

ISSUANCE DATE:
Wednesday, February 8, 2023

PROPOSALS MUST BE RECEIVED PRIOR TO:
Thursday, March 23, 2023, 3:00PM

PURCHASING DIVISION CONTACT:
Brian Dale
(321) 433-8833
purchasing@cocoafl.gov

PLEASE COMPLETE THE FOLLOWING AND SUBMIT THIS FORM WITH YOUR PROPOSAL	
Vendor Name: Address: City, State, Zip: Primary Contact: Phone Number: E-Mail Address: FEIN Number:	List of Deviations (if any) attached Yes___ No___ If submitting a "NO RESPONSE", state reason: _____ _____

Response packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Responses received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located in the lobby of the Office of the Purchasing Manager will be the official authority for determining late responses.

One (1) original (MARKED "ORIGINAL"), Three (3) paper copies and One (1) electronic copy on a USB drive of all responses and required attachments must be executed and submitted in a

sealed envelope. Respondent shall mark response envelope, **RFQ #Q-23-12-COC ENGINEERING SERVICES FOR DESIGN, PERMITTING, AND SERVICES DURING CONSTRUCTION FOR UTILITY CONVEYANCE SYSTEMS UPGRADES AND EXPANSION.** Respondent name and return address must be clearly identified on the outside of the envelope.

By submitting an RFQ proposal and executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of Respondent to submit this RFQ package to the City of Cocoa, and bind the Respondent to the terms and conditions of this RFQ. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFQ Package and all subsequently issued addendums. Further, Respondent certifies, represents, and warrants that all information contained in Respondent's RFQ submittal is accurate and truthful and that the City of Cocoa will rely on said information during the RFQ process. Respondent further understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification. Additionally, Respondent agrees that the City of Cocoa shall have the sole discretion to rank Respondents to this RFQ.

The final ranking of the qualifications of all Respondents by the City does not guarantee that any of the highest ranked Respondents will be selected to perform the services required by this RFQ. The City, at its sole discretion, will initiate negotiations to enter into two or more written Contracts with selected Respondents pursuant to this RFQ and in accordance with the Consultants' Competitive Negotiation Act, s. 287.055, Florida Statutes. Said Contracts shall be approved separately by, and at the sole discretion of, the City Council of Cocoa, and shall depend on numerous factors such as any successful Respondent offering fair, competitive and reasonable prices for their services and the Respondent's ability to accept the terms and conditions required by the City. Further, Respondent agrees that the City has the right to reject, for any reason and without penalty, any and all submittal packages prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced under this RFQ with any Respondent at any time, including after selection of certain Respondents for negotiation. Selected Respondents will be required to execute a written agreement on a form prepared by and acceptable to the City Attorney. Under no circumstances whatsoever shall a contract be formed between the City and a selected Respondent until such time the written agreement is approved by the City Council at a public meeting and executed by the City and Respondent.

Respondent shall bear all costs associated with preparing and responding to this RFQ. The City of Cocoa will provide no compensation for such costs.

During the RFQ process, Respondent consents to the City of Cocoa conducting credit and corporate background checks on the Respondent. Further, the Respondent hereby consents and authorizes the City to contact any and all previous clients, and references, of Respondent to inquiry about the Respondent's past or current performance on any other project that the City deems to be relevant to the services requested under this RFQ.

Respondent expressly acknowledges and represents and warrants that it will comply with the Anti-Lobbying requirement of this RFQ which is set forth in Section I of this RFQ.

Addendum Acknowledgements [List addenda number and date]:

_____

_____

_____

_____

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS RFQ AS IF SET FORTH ABOVE.

_____ _____
Authorized Signature Date

_____
Name of Respondent

_____
Title

SECTION I – COVER LETTER

SECTION II – TABLE OF CONTENTS

SECTION III – FIRM'S QUALIFICATIONS

SECTION IV – PROJECT TEAM'S QUALIFICATIONS

FORM A

PROJECT EXPERIENCE OF PROJECT MANAGER

(PAGE 1 of 3)

Proposed Project Manager: Name: _____

1. **Project Name:**
   Owner:
   Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 2 of 3)

Proposed Project Manager: Name: _____

2. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 3 of 3)

Proposed Project Manager: Name: _____

3. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 1of 3)

Proposed Project Engineer: Name: _____

1. **Project Name:**
   Owner:
   Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 2 of 3)

Proposed Project Engineer: Name: _____

2. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 3 of 3)

Proposed Project Engineer: Name: _____

3. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

SECTION V - PROJECT EXPERIENCE

FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 1 of 5)

1. **Project Name:**
   Owner:
   Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 2 of 5)

2. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 3 of 5)

3. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 4 of 5)

4. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 5 of 5)

5. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

SECTION VI – PROJECT APPROACH

SECTION VII – RESUMES

SECTION VIII – OTHER REQUIRED FORMS

BUSINESS REFERENCE LIST

The firm shall provide a minimum of three (3) business related references for which they are currently providing, or have provided within the last ten (10) years, engineering services similar to the scope of services required by this RFQ.

1. Company Name_____
   Contact Name and Title_____
   Address _____
   Phone Number _____
   Duration of Contract or business relationship_____
   _____
   _____
   _____
   _____

2. Company Name_____
   Contact Name and Title_____
   Address _____
   Phone Number _____
   Duration of Contract or business relationship_____
   _____
   _____
   _____
   _____

3. Name_____
   Contact Name and Title_____
   Address _____
   Phone Number _____
   Duration of Contract or business relationship_____
   _____
   _____
   _____
   _____

AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND PROJECT ENGINEER

(PAGE 1 OF 2)

Proposers shall complete and submit the information below to clearly identify the location of the Project Manager and Project Engineer designated in the organizational chart required in Section III RFQ Submittal Requirements. All proposers shall complete and sign the pages of this form concerning location. **NOTE THE AFFIDAVIT/ NOTARIZATION REQUIREMENT (page 2).**

1. **Current domicile of Project Manager:**

Name	
Address	
City, State, Zip	
County	
Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? ___Yes ____No	

2. **Current domicile of Project Engineer:**

Name	
Address	
City, State, Zip	
County	
Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? ___Yes ____No	

3. **Firm's Office Location:**

Company	
Address	
City, State, Zip	
County	
Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? ___Yes ____No	

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND PROJECT ENGINEER

(PAGE 2 OF 2)

AFFIDAVIT

Under penalties of perjury, I swear that the preceding location information is true and correct. I also acknowledge that any material misrepresentation will be grounds for terminating for default any Contract, which may have been awarded due in whole or part to such misrepresentation. I also understand that false statements may result in criminal prosecution for a felony of the third degree per Section 92.525(3), Florida Statutes.

Authorized Signatory	**Name of Proposer**
Typed or Printed Full Name	**Date**
Title	

On this _____ day of _____, 20__, before me appeared (name)_____, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm)_____. to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission Expires _____

(seal)

Date _____

State of _____

County of _____

AFFIDAVIT OF EXISTING AND PRIOR CONTRACTS WITH THE CITY OF COCOA

STATE OF _____

CITY OF _____

BEFORE ME**,** the undersigned authority, this day personally appeared _____, who, after first being duly sworn, upon oath, deposes and says:

1. My name is _____ and I am over the age of eighteen (18) years.

2.I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.

3.I currently serve in the position of _____ for _____ (hereinafter "Respondent") and have been employed by Respondent since _____.

4.I am familiar with one of the factors in the Consultants Competitive Negotiations Act ("CCNA"; section 287.055, Florida Statutes) that requires the City of Cocoa to generally consider the volume of work previously awarded each firm by the City of Cocoa when awarding new Contracts under the CCNA with the object of effecting an equitable distribution of Contracts among qualified firms, provided the distribution does not violate the principle of selection of the most highly qualified firm; and

5. I am familiar with the client base and the various Contracts for services entered into by Respondent, and have knowledge of whether or not there are any existing and/or prior Contracts within the past three (3) years between the City of Cocoa, Florida and Respondent.

6. Based on my knowledge indicated in paragraph 5 of this Affidavit, there currently exist the following Contracts and task orders under a continuing services Contract between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa, with the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

CONTRACT	AMOUNT PAID
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

7. Based on my knowledge indicated in paragraph 5 of this Affidavit, there were the following prior Contracts and task orders under a continuing services Contract between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa within the previous three (3) years from the date of this Affidavit, with the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

CONTRACT	AMOUNT PAID
_____	_____

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

FURTHER AFFIANT SAYETH NAUGHT.

_____
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of (___) physical presence or (___) online notarization, this ____ day of _____, 20___ by _____ [ ] who is personally known to me, or [ ] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this _____ day of _____, 20___.

_____
NOTARY PUBLIC
Print Name:

_____
My Commission Expires:

AFFIDAVIT OF OTHER APPLICABLE MANDATORY CRITERIA

STATE OF _____

CITY OF _____

BEFORE ME, the undersigned authority, this day personally appeared _____, who, after first being duly sworn, upon oath, deposes and says:

1. My name is _____ and I am over the age of eighteen (18) years.

2. I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.

3. I currently serve in the position of _____ for _____ (hereinafter "Respondent") and have been employed by Respondent since _____.

4. I am familiar with the current professional licensing status of Respondent.

5. I have assisted in preparing the Respondent's response to the City of Cocoa RFQ Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion and I am familiar with the contents of said response.

6. I am also familiar with the other applicable mandatory criteria listed in sections 6 and 7 of the City of Cocoa RFQ Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion; and

7. Based on my personal knowledge and belief, I state as follows:

   a. Respondent is duly licensed to practice in the State of Florida, and said license is in good standing with the State of Florida;

b. There are no legal or professional conflicts of interest with regard to any work performed by the Respondent for the City of Cocoa or any other person or entity, or with respect to the scope of services required by the City of Cocoa RFQ Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion; and

c. The Respondent adhered to the instructions set forth in the City of Cocoa Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion in preparing and submitting the Respondent's response including, but not limited to the Anti-Lobbying provision.

FURTHER AFFIANT SAYETH NAUGHT.

_____
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of (___) physical presence or (___) online notarization, this ____ day of _____, 20___ by _____ [ ] who is personally known to me, or [ ] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this _____ day of _____, 20___.

_____
NOTARY PUBLIC
Print Name:

_____
My Commission Expires:

Scrutinized Company Certification

This certification is required pursuant to Sections 287.135, 287.012 and 215.473, Florida Statutes.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:
(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
2. Is engaged in business operations in Cuba or Syria.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID/RFP/RFQ RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED, SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

The Vendor, by virtue of the signature below, certifies that:

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engaged in business operations in Cuba or Syria; or on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; and
c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its principals are placed on any of the Scrutinized Company Lists above or becomes engaged in business operations in Cuba or Syria, or becomes engaged in a boycott of Israel.
d. The Vendor understands that any contract with an agency or local governmental entity for goods or services of $1 million or more entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Any contract with an agency or local governmental entity for goods or services of any amount entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

_____
(Authorized Signature)

_____
(Printed Name and Title)

_____
(Name of Vendor)

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this ____ day of _____, 20____, by _____ (name of person whose signature is being notarized) as _____ (title) of _____ (Name of Vendor), known to me to be the person described herein, or who produced _____ (type of identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

_____ State of _____ at Large (Seal)
(Signature)

_____ My commission expires: _____
(Print Name)

Scrutinized Company Provisions

SCRUTINIZED COMPANIES: Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of $1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List may not bid on, submit a proposal for, or enter into a Contract with an agency or local government entity for goods or services of $1 million or more.

Pursuant to Chapter 215.473, Florida Statutes, the Florida State Board of Administration is charged with maintaining a complete list of scrutinized companies. Scrutinized companies are judged according to whether they meet the following criteria:
Sudan:
1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
2. Have a material business relationship involving the supply of military equipment, or
3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
4. Have been complicit in the genocidal campaign in Darfur.

Iran:
1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

The SBA is not responsible for compliance with Chapter 287.135, Florida Statutes. The SBA's responsibilities are solely focused on the Protecting Florida's investments Act and Chapter 215.473 as it related to the identification of the "Scrutinized Companies" that have prohibited business operations in Sudan or Iran.

List is found at:
http://www.sbafla.com/fsb/Home/ProtectingFloridasInvestmentAct/tabid/751/Default.aspx then click on the "Other Links" to the List

or

http://www.sbafla.com/fsb/LinkClick.aspx?fileticket=iePW9X713-E%3D&tabid=751&mid=2409

Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the RFQ response.

IDENTICAL TIE PROPOSALS: Preference may be given to businesses with drug-free workplace programs. Whenever two or more proposals that 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 proposal 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 proposals will be followed if none of the tied Respondents have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

A. 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.

B. Inform employees about the dangers of drug abuse in the workplace, the business' 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.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

D. In the statement specified in the first paragraph, 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 of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, 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.

E. Impose a sanction on, or require the satisfactory 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.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

AUTHORIZED SIGNATORY	Typed Name of Signatory
Title	Date
Witness Signature	Typed Name of Witness

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a.Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b.Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c.Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

d.Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Instructions for Certification (A)
1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to who this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,** as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agree by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agree by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant:	Date:
Signature of Authorized Certifying Official:	Title:

Non-Collusion/Lobbying Certification

This statement is submitted with Proposal by:

_____ whose business address is _____
[Name of entity submitting sworn statement]

_____ and its Federal Employer Identification Number (FEIN) is _____.

My name is _____ and my relationship to the above is _____.
[Please print name of individual signing]

A. **NON-COLLUSION PROVISION CERTIFICATION.**
The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

B. **LOBBYING CERTIFICATION.**
The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City 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 either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.

2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in**, Non-Collusion/Lobbying Certification**, is truthful and correct at the time of submission.

AUTHORIZED SIGNATORY	Typed Name of SIGNATORY
Title	Date
Witness Signature	Typed Name of Witness

Organizational Information

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)
State of Incorporation					
Principal Place of Business (Enter Address)					
Federal I.D. or Social Security Number					

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "H", Organizational Information**, is truthful and correct at the time of submission.

Respondant/Contractor_Name:
_____

Mailing_Address:
_____

Telephone_Number: _____ E-mail Address: _____

FEIN: _____ DUNS: _____ CAGE Code: _____ As issued through www.sam.gov

Authorized SignatoryPrinted Name

_____
Title_____
Date_____

E-Verify Contractor Affidavit

I hereby certify that _____ [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 _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

_____
Print Name: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging) , a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____
[Notary Seal] Notary Public

_____
Name typed, printed, or stamped
My Commission Expires: _____

FEMA RIDER

FEDERALLY REQUIRED CONTRACT CLAUSES FOR FEMA

GRANTEES AND SUBGRANTEES

1. *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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, 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 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 (8) 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24,1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. *Compliance with the Davis-Bacon Act*

The contractors are required to 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. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: https://www.dol.gov/agencies/whd/government-contracts/construction. These rates may be subject to change based on the January 2022 update.

3. *Compliance with the Copeland "Anti-Kickback" Act*

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

4. 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 (b)(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 (b)(1) of this section, in the sum of $27 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 (b)(1) of this section.
(3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA 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 (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section

~~**5.** Rights to Inventions Made Under a Contract or Agreement~~ **Not Applicable**

~~Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable~~

6. Clean Air Act

a. 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.
b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

7. Federal Water Pollution Control Act

a. 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.
b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

8. Suspension and Debarment

a. 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).

b. 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.

c. 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 Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. 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.

9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 who in turn will forward the certification(s) to the federal awarding agency.

10. PROCUREMENT OF RECOVERED MATERIALS

a. 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.

b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.
   i. Section 889(b) of the John S. McCain National Defense Authorization Act

for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

i. This clause does not prohibit contractors from providing—

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:
   a. Are *not used* as a substantial or essential component of any system; *and*
   b. Are *not used* as critical technology of any system.
2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of

any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:
   i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
   ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Access to Records

The following access to records requirements apply to this contract:

(1)The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, 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 FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. *DHS Seal, Logo, and Flags*

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

15. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16. *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.

17. *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. *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
(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,_____, 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

_____
Name and Title of Contractor's Authorized Official

_____
Date

18. *Affirmative Socioeconomic Steps*
If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

19. ~~*Copyright and Data Rights*~~ **– *Not applicable***
~~The Contractor grants to the CITY OF COCOA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography,~~

~~pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

Authorized Signature	Date
Name of Respondent	
Title	

Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement

Subcontracts: If the Bidder subcontracts any portion of the work under this Agreement, a copy of the signed subcontract must be available to the City of Cocoa for review and approval. The bidder agrees to include in the subcontract that:

A. The subcontractor is bound by the terms of this Agreement;

B. The subcontractor is bound by all applicable state and federal laws and regulations; and

C. The subcontractor shall hold the City of Cocoa, grant recipient and granting agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Grant Conditions and Federal Provisions

On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the FEMA RIDER, acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s) and subsequent awarded Agreement as a result of this solicitation process should I be the successful Respondant.

Respondant/Contractor_Name:
_____

Mailing_Address:
_____

Telephone_Number: _____ E-mail Address: _____

FEIN: _____ DUNS: _____ CAGE Code: _____ As issued through www.sam.gov

_____ _____
Authorized Signature Date

_____
Name of Respondent

_____
Title

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
EMAIL: PURCHASING@COCOAFL.ORG

March 6, 2023

Addendum 1
To the Contract Documents and Specifications:
RFQ # Q-23-12-COC

Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion

To All Plan Holders:

The following addresses and provides clarification of the Bidding Documents and Specifications as fully and completely as if the same were fully set forth therein. Receipt of this addendum must be noted on the Receipt of Addendum(s) and Acknowledgement Form.

A. This addendum includes and addresses the following questions:

A.1. Regarding Project Type C – Condition assessment is a common component of an overall system master plan in which the assessment is done in the early stages of the contract. If the condition assessment work is complete but the contract (future planning scenarios and 20-yr capital improvement plan development) is still on-going , can this be used as a similar project as the work related to Project Type C is complete? The whole project needs to be completed not just a portion.

A.2. For the project examples, can they include projects whereby the design and permitting are complete, but construction has not commenced or is not complete? If we are just reviewing their work product related to design and permitting that is acceptable. But for engineering construction services the entire construction portion of the project would also need to be complete.

A.3. In regard to Number 8, Sections 4 and 5, are firms permitted to use projects for Forms A, B, and C that were performed for the City of Cocoa? Experience with the City of Cocoa is acceptable.

A.4. Will the awarded Firm have an opportunity to review and provide exceptions for negotiations, if any, to the contract terms and conditions? Yes, final agreement

will be negotiated. If there are any known deviations at this time include them on a separate sheet as part of section eight. See RFQ page 17 (section 8, 13).

B. All other Bidding/Contract Documents and Specifications remain unchanged.

Should there be additional questions or clarification needed please contact the Purchasing and Contracts Division at purchasing@cocoafl.org.

Brian Dale
Purchasing Manger
City of Cocoa







CITY OF COCOA

Design, Permitting, and Services During Construction for Utility Conveyance Systems Upgrades and Expansion
RFQ #Q-23-12-COC

March 23, 2023 | 3:00 PM





Prepared by:
CHA Consulting, Inc.
Kelcia Mazana, Project Manager
927 New Haven Avenue, Suite 206
Melbourne, FL 32901
T: 407.917.9590 | E: KMazana@chacompanies.com

RFQ Submittal Acknowledgement

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

RFQ SUBMITTAL ACKNOWLEGDEMENT

Finance Department
Purchasing & Contracts Division
65 Stone St.
Cocoa, FL 32922

ISSUANCE DATE:
Wednesday, February 8, 2023

PROPOSALS MUST BE RECEIVED PRIOR TO:
Thursday, March 23, 2023, 3:00PM

PURCHASING DIVISION CONTACT:
Brian Dale
(321) 433-8833
purchasing@cocoafl.gov

PLEASE COMPLETE THE FOLLOWING AND SUBMIT THIS FORM WITH YOUR PROPOSAL	
Vendor Name: CHA Consulting, Inc. Address: 927 New Haven Avenue, Suite 206 City, State, Zip: Melbourne, FL 32901 Primary Contact: Kelcia Mazana Phone Number: 407.917.9590 E-Mail Address: KMazana@chacompanies.com FEIN Number: 16-0966259	List of Deviations (if any) attached Yes___ No_X_ If submitting a "NO RESPONSE", state reason: _____ _____

Response packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Responses received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located in the lobby of the Office of the Purchasing Manager will be the official authority for determining late responses.

One (1) original (MARKED "ORIGINAL"), Three (3) paper copies and One (1) electronic copy on a USB drive of all responses and required attachments must be executed and submitted in a

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CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

sealed envelope. Respondent shall mark response envelope, **RFQ #Q-23-12-COC ENGINEERING SERVICES FOR DESIGN, PERMITTING, AND SERVICES DURING CONSTRUCTION FOR UTILITY CONVEYANCE SYSTEMS UPGRADES AND EXPANSION.** Respondent name and return address must be clearly identified on the outside of the envelope.

By submitting an RFQ proposal and executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of Respondent to submit this RFQ package to the City of Cocoa, and bind the Respondent to the terms and conditions of this RFQ. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFQ Package and all subsequently issued addendums. Further, Respondent certifies, represents, and warrants that all information contained in Respondent's RFQ submittal is accurate and truthful and that the City of Cocoa will rely on said information during the RFQ process. Respondent further understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification. Additionally, Respondent agrees that the City of Cocoa shall have the sole discretion to rank Respondents to this RFQ.

The final ranking of the qualifications of all Respondents by the City does not guarantee that any of the highest ranked Respondents will be selected to perform the services required by this RFQ. The City, at its sole discretion, will initiate negotiations to enter into two or more written Contracts with selected Respondents pursuant to this RFQ and in accordance with the Consultants' Competitive Negotiation Act, s. 287.055, Florida Statutes. Said Contracts shall be approved separately by, and at the sole discretion of, the City Council of Cocoa, and shall depend on numerous factors such as any successful Respondent offering fair, competitive and reasonable prices for their services and the Respondent's ability to accept the terms and conditions required by the City. Further, Respondent agrees that the City has the right to reject, for any reason and without penalty, any and all submittal packages prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced under this RFQ with any Respondent at any time, including after selection of certain Respondents for negotiation. Selected Respondents will be required to execute a written agreement on a form prepared by and acceptable to the City Attorney. Under no circumstances whatsoever shall a contract be formed between the City and a selected Respondent until such time the written agreement is approved by the City Council at a public meeting and executed by the City and Respondent.

Respondent shall bear all costs associated with preparing and responding to this RFQ. The City of Cocoa will provide no compensation for such costs.

During the RFQ process, Respondent consents to the City of Cocoa conducting credit and corporate background checks on the Respondent. Further, the Respondent hereby consents and authorizes the City to contact any and all previous clients, and references, of Respondent to inquiry about the Respondent's past or current performance on any other project that the City deems to be relevant to the services requested under this RFQ.

Respondent expressly acknowledges and represents and warrants that it will comply with the Anti-Lobbying requirement of this RFQ which is set forth in Section I of this RFQ.

RFQ Submittal Acknowledgement (continued)

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

Addendum Acknowledgements [List addenda number and date]:
Addendum #1, March 6, 2023

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS RFQ AS IF SET FORTH ABOVE.

Authorized Signature

March 20, 2023
Date

Michael A. Platt
Name of Respondent

General Counsel and Executive Vice President
Title

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Section 1:
Cover Letter

SECTION 1 COVER LETTER

March 23, 2023

City of Cocoa
Office of the Purchasing Manager
65 Stone Street
Cocoa, FL 32922

RE: Engineering Services for Design, Permitting, and Services During Construction for Utility Conveyance Systems Upgrades and Expansion; RFQ #Q-23-12-COC

Dear Selection Committee Members:

CHA Consulting, Inc. (CHA), *formerly Reiss Engineering, Inc.*, is prepared to offer the City of Cocoa comprehensive engineering services designed to maintain critical infrastructure, safeguard community environmental and public health, and bring innovation and best practices to improve City of Cocoa's water and wastewater infrastructure. CHA's Florida water team is committed to continuing to provide the City of Cocoa with the same high-quality, cost-efficient professional engineering services that you're accustomed to. **We want to be your selected consultant for this contract and remain your trusted consultant for years to come.** CHA offers the City of Cocoa the following value-added benefits:

WHY CHA?

- ✓ **Highly Experienced Staff |** Extensive combined, applied experience available for assignments
- ✓ **Local Florida Experience |** Team members have extensive Florida experience in potable water pump stations, water distribution systems, wastewater collection systems and wastewater pump stations
- ✓ **Specific Florida Regulatory Knowledge |** The CHA team has strong relationships with the Florida Department of Environmental Protection (FDEP) and St. John's River Water Management District (SJRWMD) staff
- ✓ **Specific Local Knowledge |** The CHA team lives and works in the central Florida region and has a full understanding of the socioeconomic landscape and other local issues that impact projects anticipated under this contract

FAMILIAR TEAM. Our Florida water team has provided water and wastewater services to local municipalities for the last 24 years. Currently, we hold over 50 continuing contracts for water, wastewater, and reclaimed water services in Florida, including with New Smyrna Beach Utilities (NSBU); the cities of Melbourne, Vero Beach, St. Augustine, Ormond Beach, and Orange City; and Orange, Seminole, Brevard, and Volusia counties. Though we have not held a contract with the City of Cocoa directly, several of our team members, including Kelcia Mazana, Scott Hoxworth, PE, Mark Worsham, PE, and Charles Warren, have had the opportunity to work with the city on recent design and construction services for the Pineda Water Transmission Main project and the Sea Ray Drive Sykes Creek 36-inch Water Main Crossing project. Both projects are currently in the construction phase and are on schedule for completion this year.

COST-EFFICIENT CONVEYANCE ENGINEERING. Our team routinely completes a large volume of pipeline and pump/lift station projects. As such, we know how to deliver them well and cost-efficiently. **CHA was recently selected against national competitors for a six-year, $60 million construction cost potable and reclaimed water pipeline renewal, replacement, and extension program for the City of Clearwater**. As you know, we recently completed the Pineda Causeway horizontal directional drill (HDD) design of two 16-inch potable water mains crossing the Indian River, Merritt Island, and the Banana River under a joint project agreement (JPA) with you and the City of Melbourne (Pineda Water Transmission Main project). In addition, for the City of Port St. Lucie, we designed 10 miles of water, wastewater, and reclaimed water pipelines using HDD, jack-and-bore trenchless technology, and traditional trench excavation installation.

INDUSTRY-RECOGNIZED EXPERTISE IN HYDRAULIC MODELING AND MASTER PLANNING. From capital improvement plan (CIP) development to detailed evaluations of distribution and collection systems to confirm design criteria, our hydraulic modeling and master planning team has unmatched experience in Florida. For wastewater collection systems master planning/studies, we perform capacity analyses and infiltration and inflow (I&I) investigations, including smoke testing, flow monitoring, and hydraulic modeling with the use of the United States Environmental Protection Agency (USEPA) Sanitary

927 New Haven Avenue, Suite 206, Melbourne, FL 32901
T 407.917.9590 • www.chacompanies.com

Sewer Overflow Analysis and Planning (SSOAP) toolbox. For potable water distribution systems, our modeling experience includes fire flow analyses, water quality modeling, the modeling of unidirectional flushing (UDF) programs, and pipeline renewal/replacement (R&R) programs that reduce water age and disinfection by-product (DBP)/nitrification formation. We are well-versed in current modeling software, including Innovyze (InfoWater, InfoSWMM, and InfoWorks ICM) and Bentley (Water CAD and SewerCAD).

ADVANCED TREATMENT EXPERTISE. We understand the latest technologies and regulatory compliance methods for water and wastewater treatment systems. Florida potable water projects we have completed include reverse osmosis (RO), forced-draft aeration, ozonation, granular activated carbon (GAC), lime-softening, ion exchange, and others. Within potable distribution systems, we have addressed water chemistry relative to red water complaints, sulfide issues, nitrification, corrosion, DBPs, and chlorine residual challenges, among others.

We have completed wastewater projects for wastewater systems, both conventional tertiary treatment and advanced nutrient removal, including differing grit removal systems, aeration methods, basin configurations, membrane bioreactors (MBR), and more. Concerning reclaimed water, we have completed the deepest disposal/aquifer storage and recovery (ASR) well in the state of Florida (the first to be dual permitted for disposal/ASR), nutrient reduction for basin management action plan (BMAP) compliance, master planning, and other engineering support projects.

WE WANT TO WORK FOR YOU. Our team has enjoyed the exposure to the City of Cocoa while providing preliminary design, 100% design, permitting, and construction administration services for the Pineda Water Transmission Main project and the Sea Ray Drive Sykes Creek 36-inch Water Main Crossing project. **Working with the city's utilities team, including Jack Walsh, Katie Ennis, and John Perrin, continues to be a pleasure as we work together to navigate the complexities of our existing projects. We hope you grant our team the opportunity to assist you in continuing to provide the customers of the City of Cocoa with exceptional service. We look forward to the opportunity of continuing our work with you.**

Materials and enclosures being submitted with our statement of qualifications for the "Engineering Services for Design, Permitting, and Services During Construction for Utility Conveyance Systems Upgrades and Expansion; RFQ No. Q-23-12-COC" includes the following, as required:

- RFQ Submittal Acknowledgement
- Section 1 – Cover Letter
- Section 2 – Table Of Contents
- Section 3 – Company/Firms & Subconsultant Qualifications and Capabilities
- Section 4 – Project Team Qualifications and Experience
- Section 5 – Past and Present Experience and Performance on Projects
- Section 6 – Project Approach
- Section 7 – Resumes
- Section 8 – Required Proposal Submittal Forms and Statements

On behalf of the firm, thank you for providing CHA with this opportunity. If you have any questions, please do not hesitate to contact us.

Sincerely,

C. Robert Reiss, PhD, PE
Vice President/Florida Team Leader

Kelcia Mazana
Project Manager

927 New Haven Avenue, Suite 206, Melbourne, FL 32901
T 407.917.9590 • www.chacompanies.com

Section 2:
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4. Project Team Qualifications and Experience | 12

5. Past and Present Experience and Performance on Projects | 20

6. Project Approach | 26

7. Resumes | 29

8. Required Proposal Submittal Forms and Statements | 34

- Location Form
- Affidavit of Existing or Prior Contracts with the City
- Affidavit of Other Applicable Mandatory Criteria
- Scrutinized Company Certification
- Drug Free Workplace Form
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions
- Non-Collusion/Lobbying Certification
- Organizational Information
- CHA Corporate Resolution
- CHA Certificate of Incorporation
- Florida Department of State Corporate Status Certificate
- SunBiz Listing
- E-Verify Contractor Affidavit
- FEMA Rider
- Flow Down of Terms and Conditions from the Federal Regulations and/or Grant Agreement
- Business Reference List
- Copy of Business Licenses
- Sample Certificate of Insurance
- Minority Business Enterprise Certification

Section 3:
Company/Firms & Subconsultant Qualifications & Capabilities

SECTION 3 COMPANY/FIRMS & SUBCONSULTANT QUALIFICATIONS & CAPABILITIES

Firm Background/History

CHA was founded in 1952 as a professional engineering firm in Boston, Massachusetts. Originally known as Clarkeson Engineering Company, the firm specialized in traditional civil, transportation, and structural engineering. CHA's founder, John Clarkeson, directed the firm's original expansion into major civil engineering projects in New England and the mid-Atlantic States. Early projects included planning a portion of the "Inner Belt" highway in Boston and the designs of large portions of I-87 in New York, I-93 in New Hampshire, I-95 in Maine, and I-91 in Vermont. CHA has since expanded and diversified, undergoing several name changes: Clarkeson Engineering Company (1952); John Clarkeson, Consulting Engineer (1955); Clarkeson, Clough, Yokel (1966); Clarkeson & Clough Associates (1967); Clough Associates (1971); Clough, Harbour & Associates (1981); Clough, Harbour & Associates, LLP (1990); CHA, Inc. (2008); and CHA Consulting, Inc. (2011).

CHA has successfully grown into a highly diversified, full-service engineering consulting firm working to responsibly improve the world we live in. Located throughout the United States and Canada, CHA provides a wide range of planning and design services to public, private, and institutional clients. Markets served include aviation, education/sports, environmental, fire protection services, geospatial solutions, government/commercial buildings, manufacturing/energy, project management services, transportation, utility infrastructure, water, and architectural services. The firm currently employs a staff of more than 1,500 people in over 45 offices in the United States and Canada.

Highly Skilled Local Staff

CHA's Melbourne and Winter Springs offices will be responsible for successfully completing any project assigned by the city under this contract. Our Melbourne office is located just 30 minutes from the city's offices. The close proximity of our project manager, Kelcia Mazana, and key local professionals with additional support from CHA staff located in other Florida offices, will allow for CHA to best serve the specific needs of the city. We commit to being readily available for meetings, general communications, coordination, and supervision. We plan to attend all pre-scheduled meetings in-person and will be available for video conferencing to address any issues that may arise outside of the scheduled meetings. As COVID-19 proved, all parties can be quite efficient in electronic meetings. We will endeavor to have the project manager and/or discipline task leaders available for electronic meetings in a timely fashion if and when it may be required.

Firm Qualifications

The proposed CHA team is composed of qualified professionals, experienced and prepared to successfully provide the scope of services.

PROVEN, FLORIDA-FOCUSED EXPERIENCE WITH CONTINUING SERVICES CONTRACTS

CHA currently holds over 50 continuing contracts in the state of Florida. CHA understands that projects completed under continuing contracts can range in complexity from minor studies to significant rehabilitation and improvements. We have gained in-depth expertise and knowledge, and stand ready to apply our lessons learned to the city's benefit.

The proposed team has gained experience by providing water and wastewater engineering services, primarily for local municipalities like the City of Cocoa, including the cities of Altamonte Springs, Apopka, Clearwater, Casselberry, Eustis, Largo, Melbourne, New Port Richey, North Port, Orlando, Oviedo, St. Petersburg, and Tampa; Hillsborough, Orange, Pinellas, Polk, Seminole, and Volusia Counties; and Tampa Bay Water. This team has continually provided the highest quality services to neighboring utilities and throughout Florida.

EXPANSIVE CAPABILITIES

The proposed team is highly experienced in all aspects of the potential projects. Our team includes industry-leading experts in master planning/hydraulic modeling, pipeline design, pump station design, condition assessment, and other disciplines. Our team has the necessary expertise and understanding to successfully support and partner with the city for this contract.

COMMUNICATION

The successful management of projects under this contract will depend on three key elements: technical execution, budget maintenance, and the management of the city's goals and expectations relative to the team's delivery. Central to this will be the successful team's focus on working with city staff and stakeholders. Our team understands that the various elements of projects under this contract may have individual, but interrelated schedules, budgets, and priorities. To promote success, our team employs a philosophy of extensive communication with city personnel to fully understand and appreciate your expectations for each element. **CHA has a long history of successful projects, primarily due to our ability to integrate the goals and objectives of various client departments and levels, including management, engineering, and operations.** The city and CHA will succeed by participating in project meetings, communicating clearly and often, and providing timely and thorough reviews of deliverables.

Proposer's Capabilities - Water and Wastewater Engineering Services

CHA prides itself on being a client service-oriented firm with expertise in municipal water, wastewater, and reclaimed water services, equivalent to those proposed for this continuing services contract. Through experience gained by providing utility engineering services, CHA has built a reputation for providing responsive service combined with deep technical capabilities. In addition to our reputation as a leading water, wastewater, and reclaimed water design, permitting, and construction management firm, CHA is a preferred consultant for many municipalities. We currently hold more than 50 continuing on-call contracts with public utilities in Florida for the same types of services proposed for this contract. Our clients call on us to complete their most challenging and high-profile projects. We encourage the city to contact the references listed in our response to learn more about how we deliver value to our clients. This RFQ lists various services that may be requested under this contract. CHA is well suited to deliver on the **design, permitting, and servcies during construction for utility conveyance system upgrade and expansion projects**. From transmission/distribution systems to wastewater collection/force main systems and everything in between, we have solved challenges and delivered solutions. With our Florida water acquisitions over the past two years, including Reiss Engineering, A&P Engineering, and Eckler Engineering, our staff is laser-focused on water and wastewater projects in Florida. The following content summarizes the experience and services we provide:

WATER EXPERIENCE

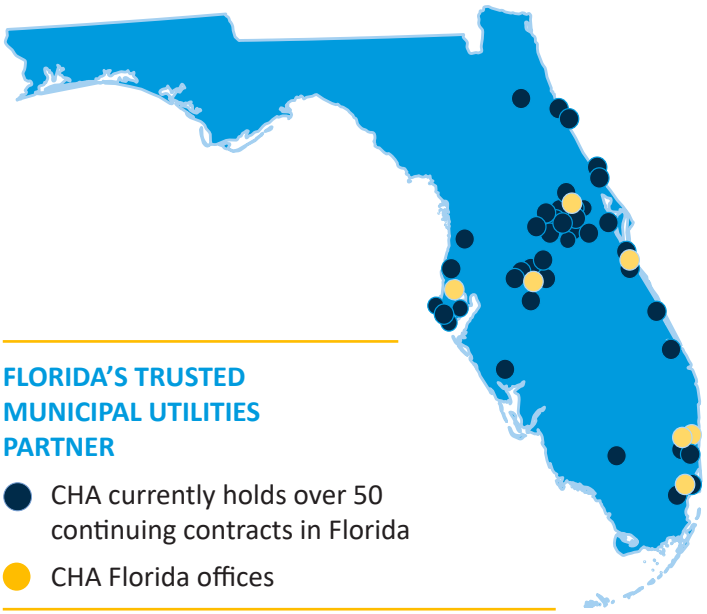
- ✓ **Master Planning and Feasibility Studies**
  - CHA has extensive experience developing system-wide water master plans, using hydraulic modeling to define capital improvement plans, and rate studies to fund capital construction projects.
- ✓ **Water Distribution and Storage**
  - CHA staff has planned, designed, permitted, and provided construction management to projects that delivered millions of feet of pipe, from small, 4-inch diameter pipe to large 54-inch diameter pipe using many types of pipe material and construction technologies, such as open-cut, horizontal directional drill (HDD) and jack-and-bore. System storage is essential for communities to meet peak demands and fire-fighting demands. CHA has incorporated system storage (ground and elevated) as a standard component of distribution attributes.
- ✓ **Water Treatment**
  - CHA has evaluated and designed municipal water treatment facilities using state-of-the-art treatment technologies for groundwater and surface water supplies.

WASTEWATER EXPERIENCE

- ✓ **Master Planning and Feasibility Studies**
  - CHA has extensive experience developing system-wide wastewater master plans using hydraulic modeling to define capital improvement plans (CIPs) and rate studies to fund capital construction projects.
- ✓ **Wastewater Collection Systems**
  - CHA has assisted many clients in the design, permitting, and construction management of projects that have included gravity sewer lines, pump stations, and force mains. Our experience includes hydraulic modeling, SSES, I&I studies, sewer system repair and rehabilitation evaluations, and equalization basin design.
- ✓ **Wastewater Treatment**
  - CHA specializes in cost-effective treatment systems to meet today's increasingly stringent water quality regulations. We have designed, permitted, and provided construction management to conventional and advanced treatment technologies.

FUNDING

- ✓ **Water and Wastewater Funding Assistance**
  - Securing funding for implementing water and wastewater projects is as important as the engineering for a successful project. CHA has helped secure millions of dollars in both grants and loans on behalf of our Florida clients.

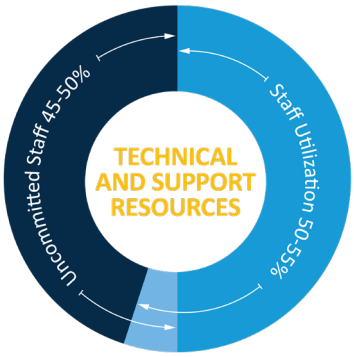


FLORIDA'S TRUSTED MUNICIPAL UTILITIES PARTNER

- CHA currently holds over 50 continuing contracts in Florida
- CHA Florida offices

Current and Projected Workload of the Project Team

Our proposed key personnel are available to undertake this assignment successfully. Current and projected workloads are analyzed weekly at CHA to allocate resources appropriately. As projects are initiated, the appropriate technical and support resources necessary to perform each task are allocated to meet or exceed all project requirements. The current utilization of the staff is generally in the range of 50-55%, leaving an uncommitted staff effort of between 45% and 50% based on today's workload. We have provided a detailed breakdown of availability for key personnel in the table below. Having provided engineering services to municipal governments for more than 70 years, CHA recognizes the pressures municipal officials confront, including budgets and project schedules. We will work collaboratively with the city as a true partner to have sufficient staff, equipment, and systems available to meet or exceed your expectations with our deliverables. With a bench strength of over 1,500 professionals, we do not foresee any issues meeting deadlines.



COMMITMENT TO THE CITY OF COCOA

CHA and each of our subconsultants' have substantial availability and will be allocated to the city, as necessary, to complete this project in a timely and efficient manner. We have assembled a focused team of local CHA professionals with direct, relevant experience. The assigned staff's efforts will be sufficiently allocated to accomplish each project on schedule and within budget. CHA provides similar services to other governmental agencies within the state of Florida. Our track record demonstrates that we successfully provide high-quality services and products to these municipalities, as we intend to provide to the City of Cocoa.

Team Member	Role	Availability for this Contract
CHA Consulting (Prime)		
C. Robert Reiss, PhD, PE	Principal-in-Charge	35%
Kelcia Mazana	Project Manager	45%
Stefano Ceriana, PE, LEED AP	Project Engineer/Engineer-of-Record	40%
Doug Hammann, PE	QA/QC	35%
Arnelio Alfonso, PE	QA/QC	40%
Scott Hoxworth, PE	Utility Conveyance Design Lead	50%
Jeffery Grant, PE, LEED AP	Utility Conveyance Design	55%
Mark Worsham, PE	Utility Conveyance Design	55%
Lawrence Rolle, PE	Utility Conveyance Design	50%
Weston Haggen, PE, DBIA, ENV SP, PMP	Utility Conveyance Design	40%
Bryant Facey, PE	Utility Conveyance Design	45%
Ed Talton, PE	Hydraulic Modeling/GIS Lead	45%
Chad Meisel, PE	Hydraulic Modeling/GIS	55%
Leann Wishah, EI	Hydraulic Modeling/GIS	55%
Eduardo Martinez, PE	Lead Electrical Engineer	50%
Alex Guon, PE	Electrical Engineer	55%
Adrian Alfonso, PE	Lead Structural Engineer	50%
David Hatton, AIA, NCARB	Principal Architect	40%
Nicholas Schwartz, RLA, LEED AP	Landscape Architect	45%
Jason Hignite	Environmental Services Lead	65%
Kerry Wulff	Construction Management Lead	50%
Erik Sibila, PE, CGC	Construction Management/RPR	55%
Charles Warren	Construction Management/RPR	60%
Bruce Jensen	Cost Estimation	60%
Subconsultants		
Eric Cain, PSM (ECHO UES)	Survey/SUE	40%
Shenna McMaster, PE (Terracon)	Geotechnical	40%

Required Responses

1. Responsiveness of the prime firm to satisfy the requirements of this RFQ, especially the Scope of Services and Minimum Qualifications set forth in Sections 6 and 7

The CHA team has been assembled to provide the specific services listed in the RFQ. Our staff has a long history of successfully delivering utility conveyance projects under similar contracts for over 50 utilities throughout Florida. CHA is exceptionally qualified to perform the services required under this contract for water supply pipelines, potable water transmission and distribution pipeline systems, storage and pump stations, wastewater collection, force main pipelines, transfer lift stations, reclaimed water storage and pumping systems, and transmission and distribution pipeline systems. We have provided evidence of our ability to perform these types of projects in Sections 4 and 5.

2. The sufficiency of the financial resources and ability of the firm's personnel to perform the Contract or service

CHA has provided its clients high-quality professional services for over 70 years. Throughout its history, the firm has enjoyed steady growth in revenues and has expanded its business operations throughout the eastern United States. CHA is now among the 60 largest design engineering firms in the nation, with more than $300 million in annual gross revenues. In the opinion of CHA management, **CHA is financially strong and has more than adequate financial capacity to perform the scope of services described in the RFQ.**

3. Whether the firm has performed similar Contracts within the time and budget specified, without delay or interference

CHA has built a reputation for providing responsive service combined with deep technical capabilities. In addition to our reputation as a leading water, wastewater, and reclaimed water design, permitting, and construction management firm, CHA is a preferred consultant for many municipalities. We currently hold more than 50 continuing on-call contracts with public utilities in Florida for the same types of services proposed for this contract. Our clients call on us to complete their most challenging and high-profile projects; we have extensive successful experience completing these projects on-time and within budget.

4. The character, integrity, reputation, judgment, experience and efficiency of the firm

We believe the ultimate success of our projects is entirely dependent on our clients' satisfaction, perspective, and impressions. Perhaps the best evidence of our team's focus on client service and total quality management is our reputation for excellence that we have gained through our previous projects. **We encourage the city to contact the references listed in our response to learn more about how we deliver value to our clients.** We feel confident that our clients speak highly of our personal and professional integrity, and the included project references act as evidence of our team's abilities.

5. The previous and existing experience and compliance with the laws and ordinances relating to the scope

CHA has effectively complied with city requirements, such as basis of design and specific local preference for equipment and materials. Several of CHA's previous and existing design and construction projects are located in Brevard County, so our team has established contacts with the county and has a firm understanding of county requirements. State, federal, and private entities, such as FDEP, FDOT, USACE, FEC RR, and others each have specific requirements that the CHA team has successfully complied with on numerous projects. We can confidently state that CHA has significant previous and existing experience in the compliance with the laws and ordinances relating to the scope of services for this contract.

6. The number, frequency, and outcome of any professional malpractice and other claims related to services rendered that are made against the firm in any administrative, license, court, or other legal proceeding within the last five (5) years

CHA is a large professional engineering firm with 45 offices throughout the United States and Canada. CHA performs thousands of projects each year. For a firm of its size and diversity, CHA's involvement in legal claims and lawsuits is remarkably infrequent, due chiefly to its competent and well-trained staff and its rigorous and comprehensive Technical Excellence Program. CHA has not been involved in any criminal matters nor had any disciplinary action taken against the firm or any of its officers. Nor has the firm had any civil judgments entered against it. However, claims against CHA do occur, and CHA has, over the past five years, been involved in ordinary civil litigation in the course of its business. CHA is confident in its ability to successfully defend, or settle on favorable terms, all such outstanding claims. Furthermore, for the protection of CHA and its clients, CHA always maintains a comprehensive insurance program that includes professional liability, workers' compensation, comprehensive general liability, automobile and umbrella policies, with limits sufficient to cover the defense and payment of all outstanding claims against CHA. In the opinion of CHA's management, no claim or lawsuit currently pending against CHA will materially affect CHA's ability to perform any ongoing or potential future project.

7. Whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act

CHA is not a certified minority business enterprise (MBE), woman-owned business enterprise (WBE), small business enterprise (SBE), or other recognized disadvantaged business enterprise (DBE); however, we work with local DBE firms whenever possible and have a strong history of meeting contractual requirements and goals, with respect to the level of utilization of such firms. We make an affirmative declaration to make a good faith effort to incorporate such firms into this contract. Our team includes the following DBE subconsultants selected for their DBE status and their particular expertise in disciplines necessary to complete projects that may arise under this contract successfully.

- **ECHO UES, Inc. |** Surveying/SUE Services (MBE firm)

Section 4:
Project Team Qualifications and Experience

SECTION 4 PROJECT TEAM QUALIFICATIONS AND EXPERIENCE

Key Team Member Experience Overview



C. ROBERT REISS, PHD, PE
Principal-in-Charge

Robert will serve as the ***principal-in-charge***. He has been involved with water, wastewater transmission and distribution system projects for his entire career. This has included planning, design, permitting, and construction services. In addition, he brings specialized expertise in potable water distribution system water quality. Robert has completed evaluations of red water complaints, nitrification, chloramination optimization, lead and copper rule compliance, water age, and similar considerations.



KELCIA MAZANA
Project Manager

Kelcia will serve as the ***project manager***. She has over 20 years of experience concentrated in environmental engineering and environmental studies. Her experience includes various types of projects, such as UDF program development, hydraulic and water quality modeling, design and construction administration services, potable water audits, pilot studies, report development, data management, and master planning for a variety of municipal and government projects in water treatment. Kelcia is a client service manager for several clients in the central Florida and south Florida regions.



STEFANO CERIANA, PE, LEED AP
Project Engineer/Engineer-of-Record

Stefano will serve as the ***project engineer/ engineer-of-record***. He has over 21 years of experience with extensive knowledge of water and wastewater utility projects, including lift station design and pipeline design (pressure and gravity). Stefano's expertise comprises project management duties, including project start-up, preliminary/final design, execution, and construction administration. His background includes utility system planning, permitting processes, computer-aided design (CAD) and GIS, RPR, and using hydraulic modeling software for planning and design purposes. Stefano is certified in the FDOT TTC Intermediate course and holds NASSCO PACP/MACP/LACP certifications.



DOUGLAS HAMMANN, PE
QA/QC

Doug will serve as the ***QA/QC manager***. He has over 34 years of experience in the planning, design, permitting and construction-phase services of water, wastewater, and reclaimed water projects for various municipal and private clients. These projects include utility system master planning, water distribution systems, sanitary sewer collection and transmission systems, sanitary pump stations, vacuum sanitary collection/pumping systems, expansion/ rehabilitation of WTPs and WWTPs, and reclaimed water treatment and distribution systems.



ED TALTON, PE
Hydraulic Modeling Lead

Ed will serve as the ***hydraulic modeling task lead***. With over 30 years of experience, his expertise in master planning and hydraulic/ water quality modeling runs deep, having completed major master plans, water quality modeling/ calibration to mitigate nitrification, distribution operations optimizations, wastewater model calibrations, and risk-based asset prioritization. Ed has completed a comprehensive reuse master plan and wastewater force main hydraulic model (1,500 miles of pipe and more than 900 pump stations) for the Miami-Dade Water and Sewer Department (M-D WASD), and master planning/hydraulic modeling services for Orange County Utilities, Seminole County, Brevard County, and the cities of Clearwater, Tampa, Lakeland, St. Petersburg, Port St. Lucie, St. Cloud, West Palm Beach, Orange City, and Ocoee.



SCOTT HOXWORTH, PE
Utility Conveyance Design Lead

Scott will serve as the ***lead project engineer for utility conveyance design***. He has over 24 years of experience in water, wastewater, and reclaimed water fields. His expertise encompasses the design, construction, startup, and operation of water and WWTFs; water, wastewater, and reclaimed water pipelines; stormwater systems; and pump/lift stations. Scott also has expertise in pilot-scale membrane water treatment systems and pilot- and full-scale groundwater remediation systems, solid waste with landfill closure design, construction oversight, and permitting.



KERRY WULFF
Construction Management Lead

Kerry will serve as the ***construction management task lead***. He has over 33 years of experience serving as a resident project representative (RPR) and construction manager for utility projects ranging from pipeline installations to constructing complex water/wastewater treatment facilities, including design-build projects up to $100 million in cost. He specializes in the analysis, design, and layout of water and wastewater treatment facilities, collection systems, distribution systems, and associated infrastructure. Kerry is also a certified building contractor and is OSHA 30-hour certified.

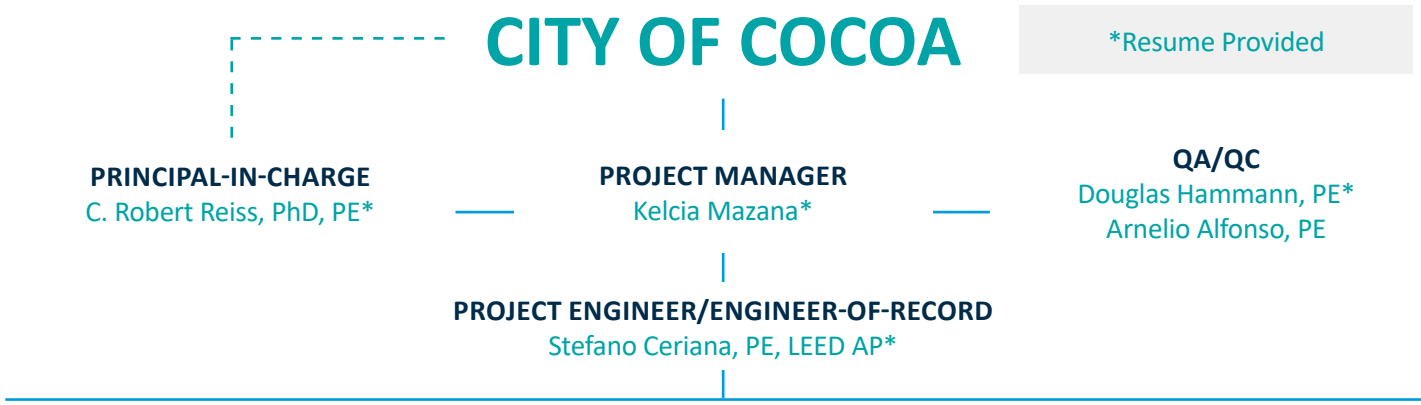


CHARLES WARREN
Resident Project Representative (RPR)

Charles will serve as the ***RPR***. He has more than 10 years of experience in construction and inspection and is an RPR in the field monitoring compliance with contract documents. Charles has supervised and inspected more than 100 miles of pipeline.

Organizational Chart

Our team has been built to provide the City of Cocoa with an extraordinary blend of engineering expertise, Florida project history, and personalized service. Our proposed project manager, **Kelcia Mazana**, will be the city's direct day-to-day contact. Kelcia has assigned the most qualified project team for the scope of services identified in your RFQ. Each of our team members was specifically selected to assist in successfully completing all unique challenges and project needs for the duration of the contract. **Forms A and B** for the proposed project manager and project engineer are provided on the following pages, with abbreviated resumes for key personnel identified in the organizational chart below provided in **Section 7**.



UTILITY CONVEYANCE DESIGN
Scott Hoxworth, PE*
Jeffery Grant, PE, LEED AP*
Mark Worsham, PE*
Lawrence Rolle, PE*
Weston Haggen, PE, DBIA, ENV SP, PMP *
Bryant Facey, PE*

HYDRAULIC MODELING/GIS
Ed Talton, PE*
Chad Meisel, PE*
Leann Wishah, EI

ELECTRICAL
Eduardo Martinez, PE*
Alex Guon, PE*

STRUCTURAL
Adrian Alfonso, PE*

ARCHITECTURE
David Hatton, AIA, NCARB*

LANDSCAPE ARCHITECTURE
Nicholas Schwartz, RLA, LEED AP*

ENVIRONMENTAL SERVICES
Jason Hignite*

CONSTRUCTION MANAGEMENT
Kerry Wulff*
Charles Warren*
Erik Sibila, PE, CGC

CONSTRUCTION COST ESTIMATING SERVICES
Bruce Jensen

SUBCONSULTANT SUPPORT

SURVEY/SUE
ECHO UES, Inc. (ECHO)
Eric Cain, PSM

GEOTECHNICAL ENGINEERING
Terracon Consultants, Inc. (Terracon)
Shenna McMaster, PE

In-House Key Technical Resources



150+ professionals in Florida and 1,500+ staff company-wide to assist the city as needed

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
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FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 1 of 3)

Proposed Project Manager: Name: Kelcia Mazana

1. Project Name: Pineda Causeway Water Transmission Main Design
Owner: City of Melbourne
Reference Name, Address, Phone Number, Email Address:
Jennifer Spagnoli, PE, Assistant Public Works and Utilities Director
900 E Strawbridge Avenue, Melbourne, FL 32901
T: 321.608.5000
E: jennifer.spagnoli@mlbfl.org

Project Type (A, B, C, D, or E) and Description:
Type A - 39,800 feet of 16-inch water main with nine long, subaqueous directional drills (Approximately 38,000 feet installed to date)

Design or Consulting Fee: $2,084,846 (Design) / $1,689,982 (CEI)
Design or Consulting Completion Date (month/year): Ongoing (CEI services)
Construction Cost: ~$22,553,579
Construction Completion Date: TBD (under construction)
Firm: CHA Consulting, Inc.
Summary of Work:
The City of Melbourne's water distribution system includes two water main crossings from the mainland, across the Intracoastal waterway (Indian River Lagoon), to the barrier island "beach-side" of the system, providing potable water services to beach-side customers. The increasing age of the existing pipeline crossings raised concerns regarding water transmission redundancy and reliability. The City of Cocoa had similar concerns regarding the redundancy and reliability at the southernmost portion of their distribution system, which is also near Pineda Causeway and feeds water to the Patrick Space Force Base and other customers on the barrier island. The City of Cocoa entered into a Joint Project Agreement (JPA) with the City of Melbourne to have CHA complete permitting and design of an additional water main crossing to tie into the City of Cocoa's water distribution system within the same Pineda Causeway corridor as the City of Melbourne's pipeline.

This partnership provided both communities with significant cost savings due to shared geotechnical investigations, land and river surveys, ecological data gathering, and impact assessment in support of permitting with the U.S. Army Corps of Engineers (USACE), the Florida Department of Transportation (FDOT), and the FDEP, and for engineering design, procurement services, and construction planning/preparation. **This project includes 39,800 feet of 16-inch water main with nine long, subaqueous directional drills that will cross beneath the Indian and Banana rivers. The Melbourne portion of the project comprises 20,400 feet of pipeline with five horizontal directional drills (HDDs), and the Cocoa portion of the project comprises 19,400 feet of pipeline with four HDDs.** Pipe construction materials include fusible PVC, HDPE, and ductile iron. Once completed, this project will improve potable water flow reliability, pressures and quality to residences, businesses and a Space Force Base along a 40-mile stretch of Brevard County's barrier island south of Cape Canaveral.

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FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 2 of 3)

Proposed Project Manager: Name: Kelcia Mazana

2. Project Name: Lift Station 20 (LS 20) Force Main Design
Owner: City of Melbourne
Reference Name, Address, Phone Number, Email Address:
Jennifer Spagnoli, PE, Assistant Public Works and Utilities Director
900 E Strawbridge Avenue, Melbourne, FL 32901
T: 321.608.5000
E: jennifer.spagnoli@mlbfl.org

Project Type (A, B, C, D, or E) and Description:
Type D - Wastewater collection/transmission pipeline project
(3,206 feet of 6-inch force main)

Design or Consulting Fee: $81,350
Design or Consulting Completion Date (month/year): 4/2019
Construction Cost: ~$450,000
Construction Completion Date: 4/2019
Firm: CHA Consulting, Inc.
Summary of Work:
LS 20 at Avocado Avenue and Coleman Street is owned, operated, and maintained by the City of Melbourne. LS 20 pumps wastewater to MH 1567 at Mathers Street and Bunche Street. The city wanted to reroute flow from LS 20 to another lift station in the system, Lift Station 23 (LS 23) while replacing a 4-inch asbestos cement force main due to age and historical failures. CHA designed the new force main per the approved route, which included 828 feet of 6-inch HDPE force main installed via HDD and 2,378 feet of PVC force main installed via open-cut. The approved route was pre-determined by CHA's routing analysis. Project tasks included subcontracting survey and geotechnical services to perform work; preparing 60%, 100%, and bid documents; providing permitting services; bidding assistance services; and subcontracting soft digs to locate potential conflicting utilities. CHA also provided administrative and technical services to complete the construction according to the contract documents. CHA, the engineer-of-record, signed and sealed the record drawings and certified project completion.

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FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 3 of 3)

Proposed Project Manager: Name: Kelcia Mazana

3. Project Name: Northwest Water Main Extension
Owner: City of Lake Wales
Reference Name, Address, Phone Number, Email Address:
Sarah Kirkland, Public Works Director
201 W Central Avenue
Lake Wales, FL 33853
T: 863.678.4182 Ext. 285
E: skirkland@lakewalesfl.gov

Project Type (A, B, C, D, or E) and Description:
Type A – 5,450 feet of 12-inch PVC water main

Design or Consulting Fee: $262,531
Design or Consulting Completion Date (month/year): 8/2022
Construction Cost: ~$2,188,000
Construction Completion Date: 3/2023 (Est.)
Firm: CHA Consulting, Inc.
Summary of Work:
The city currently provides potable water services within its designated Utility Service Area. Specifically, for water, the city operates three WTPs at Market Street, Grove Street, and Burns Avenue. The Northwest Water Main Extension assists with transferring water from the Market Street WTP (WTP #1) to the Washington Avenue and E Street areas. The city has a system-wide potable water distribution system hydraulic model and desired to use its model to complete a preliminary hydraulic analysis to confirm the existing route and hydraulic impact on the potable water distribution system.

This project included the preliminary and final design, permitting, and bidding services for the extension of approximately 5,450 feet of a 12-inch PVC water main.

CITY OF COCOA
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FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 1 of 3)

Proposed Project Engineer: Stefano Ceriana, PE, LEED AP

1. Project Name: Seminola Force Main Replacement and Pump Station Relocation
Owner: City of Casselberry
Reference Name, Address, Phone Number, Email Address:
Tara Lamoureux, PE
95 Triplet Lake Drive
Casselberry, FL 32707
T: 407.262.7725 ext. 1228
E: tlamoureux@casselberry.org

Project Type (A, B, C, D, or E) and Description:
Type D – Wastewater collection/transmission pipeline (4,800 feet of 16-inch force main)
Type E – Wastewater lift station

Design or Consulting Fee: $332,662 (PS)/$116,802 (FM)
Design or Consulting Completion Date (month/year): 4/2020 (FM) 2/2022 (PS)
Construction Cost: ~$2.7M (combined PS & FM)
Construction Completion Date: 4/2020 (FM) 2/2022 (PS)
Firm: CHA Consulting, Inc.
Summary of Work:
The City of Casselberry recently evaluated the capabilities of the Seminola master lift station basin to handle the projected growth in its wastewater collection master plan. The plan determined that the 10-inch force main that transferred flow from the Seminola master lift station to the city's WWTP needed to be up-sized to a 16-inch force main to handle projected future growth. Additionally, the existing 10-inch force main was constructed with substandard pipe materials, which were prioritized for replacement due to their potential for structural failure. It was also determined the Seminola master lift station needed to be up-sized to handle the expected increase in wastewater flow. The lift station renovations required the city to purchase a parcel adjacent to the lift station to expand the size of the station site from its original parcel. The proposed design included installing a new triplex lift station with a new wet well and converting the existing wet well to an influent manhole.

The tasks performed under this scope included the preliminary design, final design, permitting, bidding, and limited construction services to replace 4,800 feet of force main from the Seminola master lift station with a new 16-inch force main relocating the existing Seminola master lift station. CHA conducted preliminary routing analysis and hydraulic modeling to verify proper sizing and pressure conditions. The force main route includes a water body crossing and is located on a busy county road, traversing congested, high-traffic corridors. CHA provided MOT planning to minimize impacts to residents and traffic. Installation methods included traditional open-cut and jack-and-bore.

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FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 2 of 3)

Proposed Project Engineer: Stefano Ceriana, PE, LEED AP

2. Project Name: World Drive Extension Utility Relocation - Phase I
Owner: Reedy Creek Improvement District
Reference Name, Address, Phone Number, Email Address:
Jason Herrick, PE, Manager
Gas, Water, and Waste Resources
5300 North Center Drive, Lake Buena Vista, FL, 32830
T: 407.824.4759
E: Jason.D.Herrick@Disney.com

Project Type (A, B, C, D, or E) and Description:
Type B – Potable water transmission pipeline (5,100 feet of 20- and 30-inch reclaimed and potable water main)
Type D – Wastewater collection/transmission pipeline (5,100 feet of 20- and 30-inch reclaimed and potable water main)

Design or Consulting Fee: $159,181
Design or Consulting Completion Date (month/year): 11/2018
Construction Cost: ~$2.0M
Construction Completion Date: 11/2018
Firm: CHA Consulting, Inc.
Summary of Work:
This project consisted of relocating and upsizing **5,100 feet of 20- and 30-inch reclaimed water and potable water mains** within county ROW. Stefano served as the project engineer throughout the project and worked on all the RFP-required elements, including:

- Preliminary engineering, consisting of draft and final pipeline alignment drawings with conceptual routing, proposed installation methods, and a conceptual engineer's OPCC.
- Final design services, including the incorporation of survey, geotechnical, and other information into the construction drawings and specifications for the proposed pipeline. Stefano led the preparation of the 60%, 90%, and 100% design documents, including construction cost estimates, attendance at review meetings, and cost estimates.
- Permitting services, including preparing and submitting an FDEP Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWS permit application to FDEP. The permit for the project was obtained in September 2016.
- Construction administration, including participating in the pre-construction meeting and progress meetings, site visits, shop drawing and RFI review, RFI responses, substantial and final completion inspections, FDEP clearance, and preparing record drawings. The project was cleared for beneficial use by November 2018.

Skills similar in nature to those required in the scope of services for this RFP included relocating and upsizing utilities due to roadway re-alignment and expansion, existing condition evaluation, and survey and geotechnical data incorporation into the bidding documents; preparing the PDR, bidding documents, and cost estimate; permitting with FDEP; and assisting the owner with bidding- and construction-phase services.

CITY OF COCOA
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FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 3 of 3)

Proposed Project Engineer: Stefano Ceriana, PE, LEED AP

3. Project Name: Osceola Parkway Interchange Flyover Design Project
Owner: Reedy Creek Improvement District
Reference Name, Address, Phone Number, Email Address:
Jason Herrick, PE, Manager
Gas, Water, and Waste Resources
5300 North Center Drive, Lake Buena Vista, FL, 32830
T: 407.824.4759
E: Jason.D.Herrick@Disney.com

Project Type (A, B, C, D, or E) and Description:
Type A – Potable water distribution pipeline (11,110 feet of 16-inch potable water main)
Type D – Wastewater collection/transmission pipeline (11,110 feet of 16-inch reclaimed water main and force main)

Design or Consulting Fee: $170,390
Design or Consulting Completion Date (month/year): 7/2017
Construction Cost: ~$4.0M
Construction Completion Date: 7/2017
Firm: CHA Consulting, Inc.
Summary of Work:
This project consisted of **relocating and upsizing 11,110 feet of 16-inch potable water, reclaimed water, and force main** within county ROW. Stefano served as the project engineer throughout the project and worked on all the RFP-required elements, including:

- Preliminary engineering, consisting of draft and final pipeline alignment drawings with conceptual routing, proposed installation methods, and a conceptual engineer's OPCC.
- Final design services, including the incorporation of survey, geotechnical, and other information into the construction drawings and specifications for the proposed utilities. Stefano led the preparation of the 60%, 90%, and 100% design documents, including construction cost estimates and attendance at review meetings.
- Construction administration, including participating in the pre-construction meeting and progress meetings, site visits, shop drawing and RFI review, RFI responses, substantial and final completion inspections, FDEP clearance permit applications, and preparing record drawings. The utility portion of the project was cleared for beneficial use by July 2017.

Skills similar in nature to those required in the scope of services for this RFP included relocating and upsizing utilities due to roadway re-alignment and expansion, existing condition evaluation, and survey and geotechnical data incorporation into the bidding documents; preparing the PDR, bidding documents, and cost estimate; permitting with FDEP; and assisting the owner with bidding- and construction-phase services.

Section 5:
Past and Present Experience and Performance on Projects

SECTION 5 PAST AND PRESENT EXPERIENCE AND PERFORMANCE ON PROJECTS

Related Florida Municipal Utility Work

The table below shows a sample of some of our clients in Florida where we are providing similar work that is expected under this contract.

Client	Utility Conveyance System Design/Construction	Permitting	Master Planning/Modeling
Brevard County	♦	♦	♦
City of Altamonte Springs	♦	♦	♦
City of Apopka	♦	♦	♦
City of Casselberry	♦	♦	♦
City of Clearwater	♦	♦	♦
City of Davenport	♦	♦	♦
City of Fort Lauderdale	♦	♦	♦
City of Haines City	♦	♦	♦
City of Lake Mary	♦	♦	♦
City of Lakeland	♦	♦	♦
City of Largo	♦	♦	♦
City of Melbourne	♦	♦	♦
City of Mount Dora	♦	♦	♦
City of Ocoee	♦	♦	♦
City of Orange City	♦	♦	♦
City of Orlando	♦	♦	♦
City of Ormond Beach	♦	♦	♦
City of Oviedo	♦	♦	♦
City of New Port Richey	♦	♦	♦
City of Port St. Lucie	♦	♦	♦
City of Sanford	♦	♦	♦
City of St. Augustine	♦	♦	♦
City of St. Cloud	♦	♦	♦
City of St. Petersburg	♦	♦	♦
City of Tampa	♦	♦	♦
City of Titusville	♦	♦	♦
City of Vero Beach	♦	♦	♦
City of Winter Haven	♦	♦	♦
Orange County Utilities	♦	♦	♦
Orlando Utilities Commission	♦	♦	♦
Pinellas County	♦	♦	♦
Polk County	♦	♦	♦
Seminole County	♦	♦	♦
SSNOCWTA	♦	♦	♦
Tampa Bay Water	♦	♦	♦
Volusia County	♦	♦	♦

CITY OF COCOA
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FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 1 of 5)

1. Project Name: Pineda Causeway Water Transmission Main Design
Owner: City of Melbourne
Reference Name, Address, Phone Number, Email Address:
Jennifer Spagnoli, PE, Assistant Public Works and Utilities Director
900 E Strawbridge Avenue, Melbourne, FL 32901
T: 321.608.5000
E: jennifer.spagnoli@mlbfl.org

Project Type (A, B, C, D, or E) and Description:
Type A - 39,800 feet of 16-inch water main with nine long, subaqueous directional drills (Approximately 38,000 feet installed to date)

Design or Consulting Fee: $2,084,846 (Design) / $1,689,982 (CEI)
Design or Consulting Completion Date (month/year): Ongoing (CEI services)
Construction Cost: ~$22,553,579
Construction Completion Date: TBD (under construction)
Firm: CHA Consulting, Inc.
Summary of Work:
The City of Melbourne's water distribution system includes two water main crossings from the mainland, across the Intracoastal waterway (Indian River Lagoon), to the barrier island "beach-side" of the system, providing potable water services to beach-side customers. The increasing age of the existing pipeline crossings raised concerns regarding water transmission redundancy and reliability. The City of Cocoa had similar concerns regarding the redundancy and reliability at the southernmost portion of their distribution system, which is also near Pineda Causeway and feeds water to the Patrick Space Force Base and other customers on the barrier island. The City of Cocoa entered into a Joint Project Agreement (JPA) with the City of Melbourne to have CHA complete permitting and design of an additional water main crossing to tie into the City of Cocoa's water distribution system within the same Pineda Causeway corridor as the City of Melbourne's pipeline.

This partnership provided both communities with significant cost savings due to shared geotechnical investigations, land and river surveys, ecological data gathering, and impact assessment in support of permitting with the U.S. Army Corps of Engineers (USACE), the Florida Department of Transportation (FDOT), and the FDEP, and for engineering design, procurement services, and construction planning/preparation. **This project includes 39,800 feet of 16-inch water main with nine long, subaqueous directional drills that will cross beneath the Indian and Banana rivers. The Melbourne portion of the project comprises 20,400 feet of pipeline with five horizontal directional drills (HDDs), and the Cocoa portion of the project comprises 19,400 feet of pipeline with four HDDs.** Pipe construction materials include fusible PVC, HDPE, and ductile iron. Once completed, this project will improve potable water flow reliability, pressures and quality to residences, businesses and a Space Force Base along a 40-mile stretch of Brevard County's barrier island south of Cape Canaveral.

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FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 2 of 5)

2. Project Name: Storey Park/Innovation Place Utility Project – Part A
Owner: Orange County Utilities
Reference Name, Address, Phone Number, Email Address:
Mark Ikeler, PE, Chief Engineer
9150 Curry Ford Road
Orlando, FL 32825
T: 407.254.9705
E: markc.ikeler@ocfl.net

Project Type (A, B, C, D, or E) and Description:
Type B – Potable water transmission pipeline (9,000 feet of 24- to 36-inch water main)
Type D – Wastewater collection/transmission pipeline (9,000 feet of 20- to 30-inch force main)

Design or Consulting Fee: $1.1M
Design or Consulting Completion Date (month/year): 10/2017
Construction Cost: $3.6M
Construction Completion Date: 10/2017
Firm: CHA Consulting, Inc.
Summary of Work:
Orange County has been progressively implementing a program to expand the capacity of its potable water and water reclamation infrastructure systems. As part of these efforts, the county has been constructing numerous transmission mains to increase system hydraulic capacity, provide operational flexibility, and provide system reliability for water, wastewater, and reclaimed water customers in southeast Orange County. These improvements provide the means to interconnect adjacent service areas.

This project was part of the county's system strategy, which included the East Service Area (ESA) Potable Water and Reclaimed Water Storage and Repump Facility project, the Lee Vista Boulevard to Innovation Way transmission main project, and the South Service Area (SSA)/ESA Potable Water and Reclaimed Water Main projects. Specifically, the Storey Park project included the installation of potable and reclaimed water mains to address projected future potable and reclaimed water consumptive and fire protection needs and to provide a means of moving potable water from the Eastern Regional Water Supply Facility to the ESA Storage and Repump Facility. This project also provides a way to move wastewater generated by future development and an existing development located south of Wewahootee Road to the county's Eastern WRF. **The project included approximately 9,000 feet of 24-inch to 36-inch water main and 20-inch to 30-inch force main installed within utility easements and future ROW. The project also included a 318-foot railroad ROW crossing of a 36-inch water main carrier pipe using a 54-inch steel casing and a 20-inch reclaimed water main carrier pipe using a 36-inch steel casing constructed by the jack-and-bore method**. CHA's services included preliminary design, final design, permitting, and construction management for the potable water mains, reclaimed water mains, and force mains that predominantly follow the alignments of the Innovation Way North and South roadways.

CITY OF COCOA
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FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 3 of 5)

3. Project Name: Force Main Condition Assessment, Keystone Avenue to Klosterman Road East
Owner: Pinellas County
Reference Name, Address, Phone Number, Email Address:
Thomas Menke, PE, Utilities Engineering Section Manager
14 S. Fort Harrison Avenue, 6th Floor
Clearwater, FL 33756
T: 727.453.3611
E: TMenke@pinellascounty.org

Project Type (A, B, C, D, or E) and Description:
Type C – Condition assessment (assessed 30,525 feet of 30-inch ductile iron force main)

Design or Consulting Fee: $170,414
Design or Consulting Completion Date (month/year): 3/2018
Construction Cost: N/A
Construction Completion Date: N/A
Firm: CHA Consulting, Inc.
Summary of Work:
Pinellas County found that many of the air release valves in its manifold wastewater force main system were in poor condition, and many were non-functional. CHA and its subconsultant surveyor evaluated the condition of approximately 30,525 feet of 30-inch ductile iron force main, which transfers flow to the William E. Dunn Water Reclamation Facility between Keystone Road and Klosterman Road.

Force main deficiencies identified in the county's inspection included corrosion on the exterior of the force main; air release valve (ARV) pipe saddles, piping, and bodies; isolation valves; and interior of the ARV vault. Typically, ARVs are located on high points on buried force mains to release accumulated sewer gases from the force main pipe. These gases indicate a build-up of hydrogen sulfide, which may result in sulfuric acid forming within the pipe, leading to corrosion and eventual breakdown of the pipe's structural characteristics.

The CHA team compared existing information to new field survey data, ground-penetrating radar, and subsurface utility engineering data combined with visual exterior examination and thickness measurements using ultrasonic thickness testing. The investigation found that all air release vales were at significant high points. Some were unmarked or mismarked. All were two inches and did not meet industry standards for the minimum size required for a 30-inch diameter force main. The investigation also identified locations where wall thickness was deteriorating. CHA recommended repairs, replacements, and further testing in different areas.

CITY OF COCOA
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FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 4 of 5)

4. Project Name: Lift Station 20 (LS 20) Force Main Design
Owner: City of Melbourne
Reference Name, Address, Phone Number, Email Address:
Jennifer Spagnoli, PE, Assistant Public Works and Utilities Director
900 E Strawbridge Avenue, Melbourne, FL 32901
T: 321.608.5000
E: jennifer.spagnoli@mlbfl.org

Project Type (A, B, C, D, or E) and Description:
Type D - Wastewater collection/transmission pipeline project
(3,206 feet of 6-inch force main)

Design or Consulting Fee: $81,350
Design or Consulting Completion Date (month/year): 4/2019
Construction Cost: ~$450,000
Construction Completion Date: 4/2019
Firm: CHA Consulting, Inc.
Summary of Work:
LS 20 at Avocado Avenue and Coleman Street is owned, operated, and maintained by the City of Melbourne. LS 20 pumps wastewater to MH 1567 at Mathers Street and Bunche Street. The city wanted to reroute flow from LS 20 to another lift station in the system, Lift Station 23 (LS 23) while replacing a 4-inch asbestos cement force main due to age and historical failures. CHA designed the new force main per the approved route, which included 828 feet of 6-inch HDPE force main installed via HDD and 2,378 feet of PVC force main installed via open-cut. The approved route was pre-determined by CHA's routing analysis. Project tasks included subcontracting survey and geotechnical services to perform work; preparing 60%, 100%, and bid documents; providing permitting services; bidding assistance services; and subcontracting soft digs to locate potential conflicting utilities. CHA also provided administrative and technical services to complete the construction according to the contract documents. CHA, the engineer-of-record, signed and sealed the record drawings and certified project completion.

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FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
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5. Project Name: Seminola Force Main Replacement and Pump Station Relocation
Owner: City of Casselberry
Reference Name, Address, Phone Number, Email Address:
Tara Lamoureux, PE
95 Triplet Lake Drive
Casselberry, FL 32707
T: 407.262.7725 ext. 1228
E: tlamoureux@casselberry.org

Project Type (A, B, C, D, or E) and Description:
Type D – Wastewater collection/transmission pipeline (4,800 feet of 16-inch force main)
Type E – Wastewater lift station

Design or Consulting Fee: $116,802 (FM)/$332,662 (PS)
Design or Consulting Completion Date (month/year): 4/2020 (FM) 2/2022 (PS)
Construction Cost: ~$2.7M (combined FM & PS)
Construction Completion Date: 4/2020 (FM) 2/2022 (PS)
Firm: CHA Consulting, Inc.
Summary of Work:
The City of Casselberry recently evaluated the capabilities of the Seminola master lift station basin to handle the projected growth in its wastewater collection master plan. The plan determined that the 10-inch force main that transferred flow from the Seminola master lift station to the city's WWTP needed to be up-sized to a 16-inch force main to handle projected future growth. Additionally, the existing 10-inch force main was constructed with substandard pipe materials, which were prioritized for replacement due to their potential for structural failure. It was also determined the Seminola master lift station needed to be up-sized to handle the expected increase in wastewater flow. The lift station renovations required the city to purchase a parcel adjacent to the lift station to expand the size of the station site from its original parcel. The proposed design included installing a new triplex lift station with a new wet well and converting the existing wet well to an influent manhole.

The tasks performed under this scope included the preliminary design, final design, permitting, bidding, and limited construction services to replace 4,800 feet of force main from the Seminola master lift station with a new 16-inch force main relocating the existing Seminola master lift station. CHA conducted preliminary routing analysis and hydraulic modeling to verify proper sizing and pressure conditions. The force main route includes a water body crossing and is located on a busy county road, traversing congested, high-traffic corridors. CHA provided MOT planning to minimize impacts on residents and traffic. Installation methods included traditional open-cut and jack-and-bore.

Section 6:
Project Approach

SECTION 6 PROJECT APPROACH





Snapshot

1. UNDERSTANDING OF SCOPE OF PROJECT

A successful project begins with the complete understanding of the scope of the project.

2. DEVELOPMENT OF A WORK PLAN

CHA will develop a project-specific work plan which defines the project goals and resources required to complete the project within the schedule.

3. INITIAL PROJECT MEETING

The meeting will outline a clear project understanding, set project goals, and define key project milestones.

4. PROJECT EXECUTION

Once the specific project design approach has been completed and approved, work would commence upon the notice to proceed.

5. QUALITY CONTROL

We will adhere to a QA/QC plan to maintain standards for technical performance and accuracy of all engineering reports, design drawings and specifications.

Firm's Methodology for Project Management

CHA's experts provide professional, comprehensive engineering services throughout Florida. Our multi-disciplined team brings the capabilities of a broad spectrum of perspectives and extensive planning backgrounds to each assignment. From studies to construction, we routinely provide these services for power production projects:

- Study and preliminary design phase
- Final design phase
- Bidding phase
- Construction phase
- Engineering studies

CHA will provide the following services on the city's projects:

PROJECT MANAGEMENT

An established and practical project design approach is necessary to establish and meet project requirements, schedule and budget. The on-call project design approach includes:

- Meeting with the city (if necessary) to develop a detailed scope of work
- Developing a project-specific schedule
- Identifying and engaging the technical resources for the specific project
- Developing a project-specific QA/QC plan

Once the specific project design approach has been completed and approved by the city, work will commence with the notice to proceed (NTP). Project cost, schedule, and quality control will be managed by:

- Frequent internal project progress meetings
- Regular communication between the project manager and the city
- Regular project progress reports submitted to the city
- The completion and submission of deliverables at project milestones
- Strict adherence with the project QA/QC plan

EXTENSIVE QUALITY CONTROL

We take project management and quality control very seriously. Our project managers use three comprehensive project manuals (developed internally at CHA) to develop specific project management and QA/QC plans for each assignment: The Project Management Manual, the QA/QC Manual, and the Total Technical Quality Control (TTQC) Manual.

CLIENT COORDINATION

The city's team will be an integral part of CHA's quality assurance program. By participating in project meetings, communicating clearly and often, and providing timely and thorough reviews of deliverables, the city and CHA will achieve success. CHA will maintain open communication with the city throughout the design process. Formal design reviews will be made at critical project milestones, such as the 30%, 60%, 90%, and 100% complete phases.

Approach to Managing Multiple Projects Simultaneously

1. Hold scoping meetings for each assignment before scope development
2. Maintain effective communication with key CHA team members on a monthly basis
3. Schedule technical and quality reviews to occur throughout each project
4. Conduct quarterly progress meetings with key city stakeholders with an emphasis on maintaining schedule and budget

Innovative Ideas

CHA has unique and innovative expertise in developing unidirectional flushing (UDF) projects using hydraulic models as we are currently executing for Orange County Utilities, the City of Casselberry, and the City of St. Cloud to name a few. We have completed smoke testing for small and large focus areas for the City of Melbourne and the City of Sanford; complex pipeline connections and looping configurations; and interacting with government facilities/air force bases, as experienced in the City of Cocoa/City of Melbourne Pineda Water Transmission Main project. Other unique experience includes obtaining grant assistance, such as the $10 million cost-share for Seminole County's septic-to-sewer project awarded this year and our extensive Florida vacuum sewer experience. In addition, we have also recently completed a canal intake and subaqueous crossing project for the City of Vero Beach, and last but not least, we have provided extensive, nationally recognized hydraulic modeling expertise.

Quality Control Plan

CHA uses proactive quality management planning and execution initiated at the earliest possible time in project development and then implemented and monitored throughout design development. Quality does not simply end with the deliverable. CHA will have a vested interest in the project's quality through project construction and closeout.

Before beginning any project work, CHA's project managers prepare a Project-specific Work Plan (PSWP). The PSWP must comply with basic CHA corporate requirements but is then tailored to the specific project requirements at the project manager's discretion. Each PSWP will include identifying project stakeholders, project location and history, scope of services, schedule, budget, Quality Management Plan (QMP), roles and responsibilities of the team, communication style and frequency, file management procedures, and procedures for managing out of scope items.

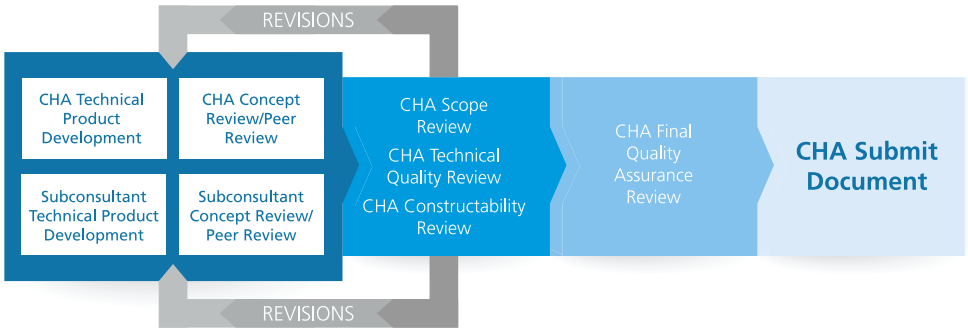
The project-specific QMP will be customized as a collaborative effort involving the project managers and technical leads. CHA's quality manager will be:

1. Available to assist in the QMP preparation should the need arise
2. Responsible for reviewing and certifying the QMP for consistency and compliance before project work begins

CHA uses a "**Red**, **Yellow**, **Green**" ("**RYG**") quality review process so that work products and deliverables are fully and consistently reviewed, resolved and recorded. Our professionals who create the design or prepare the work products to bear the primary responsibility for completeness, content, form, and technical accuracy.

We require a formal check and review of all work products and deliverables. The "**RYG**" quality review process follows a consistent workflow sequence whereby each design element/work product is highlighted in **YELLOW** to signify that review has occurred. Any direct corrections are annotated in **RED**, and commentary and/or instructions are annotated in **BLUE** or **BLACK**. The checker signs and dates the review set and returns the documents to the design element/work product originator.

The originator evaluates the checkers' comments and works with the checker to resolve each comment. **GREEN** annotations signify agreement with, or the resolution of, the review comments. Corrections are made to the designs or drawings and are then verified by the checker, who places a QA/QC stamp on each drawing or design. Finally, the originator, checker, corrector, and verifier sign and date each drawing or design to verify that the process has been followed for complete quality compliance. The team does not advance or submit any work products or deliverables until they have satisfied the QMP.



Budget and Schedule Techniques

CHA has provided municipalities similar to the City of Cocoa with professional engineering services and additional "extension-of-staff" type resources for a variety of public infrastructure projects using this proven approach. Our strategies for maximizing the effectiveness and efficiency of our projects include:

SCHEDULE CONTROL



The project team has established procedures and software to continually compare project details and available resources.

Team members will hold regular meetings to determine the percentage of project tasks completed and the budget amount exhausted for each milestone. If a deviation should occur from the schedule or budget, project needs will be re-assessed and discussed.

We are well known for our consistent, on-time performance and quality assurance record for major clients in both the public and private sectors. Our design service strategy is always based on client focus and process-oriented thinking to identify and address project issues quickly and cost-effectively.

Given the firm-wide workforce of over 1,500 people, we do not foresee any difficulties meeting your needs. We have the resources to make sure we meet your project schedule.

COST CONTROL



CHA's cost control method begins with developing a detailed scope of work, fee proposal, and project-specific work plan to determine project costs. We accomplish this through proactive, upfront communication during the project's scoping phase.

Once our team and the stakeholders have agreed on the project costs and work plan, CHA's assigned project manager will develop forecasted project expenditures depicted graphically. This forecast serves as a baseline to monitor the schedule and expenditure and keep the project on track. This dashboard system gives the project team access to information that can be used to quickly and accurately monitor and assess project status to control schedule and budget proactively.

The objectives of a disciplined, cost-control program are two-fold:

- To maintain control over costs throughout the design development process
- To prevent surprises when construction bids are opened

Techniques used to control cost include the following:

REGULAR COMMUNICATION

We will meet to discuss project priorities and develop a project plan that outlines the schedule, major milestones, and staffing. Communication is critical to verify the project's progress and remain on the most efficient path to completion.

VALUE ENGINEERING

We have experience applying value engineering principles, techniques, and models to projects. We will incorporate value engineering milestones into the design schedule.

LIFE-CYCLE COST ESTIMATING

Our team knows how to complete life-cycle cost estimating of major systems and equipment and provide other value engineering functions to select the upgrade components most beneficial to your facilities in terms of cost, quality, and function.

Section 7:
Resumes

SECTION 7 RESUMES



C. ROBERT REISS, PHD, PE
Principal-in-Charge

Education: University of Central Florida, FL, Ph.D., Environmental Engineering; University of Central Florida, FL, M.S.E., Environmental Engineering; University of Central Florida, FL, B.S.E., Environmental Engineering; University of Central Florida, FL, B.S.E., Civil Engineering | ***Registrations and Certifications:*** Professional Engineer - FL, CA, Bahamas

Robert has been involved with water, wastewater transmission and distribution system projects for his entire career. This has included planning, design, permitting, and construction services. In addition, he brings specialized expertise in potable water distribution system water quality. Robert has completed evaluations of red water complaints, nitrification, chloramination optimization, lead and copper rule compliance, water age, and similar considerations. Representative project experience includes:

- City of Melbourne, FL, Distribution System Water Stability Study
- Town of Highland Beach, FL, Intracoastal Waterway Pipeline
- St. Lucie West Services District, FL, RO WTP Expansion
- City of Port St. Lucie, FL, Replacement of Concentrate Pipe at the Prineville RO WTF
- City of Vero Beach, FL, RO WTP Design Services
- City of Vero Beach, FL, Finished Water Post Stabilization Evaluation
- Tavistock Development Company, Osceola County, FL, Sunbridge WTP and WWTP



KELCIA MAZANA
Project Manager

Education: University of Central Florida, FL, M.S., Environmental Engineering; University of Central Florida, FL, B.S., Environmental Engineering; Bethune-Cookman College, FL, B.S., Mathematics | ***Registrations and Certifications:*** Engineer Intern - FL

Kelcia is a senior project engineer with more than 20 years of experience in hydraulic modeling and master planning. Her experience includes UDF program development, hydraulic and water quality modeling, design, potable water audits, pilot studies, report development, data management, and master planning for a variety of municipal and government projects in water treatment. Kelcia is also a client advocate and serves clients in the central Florida region, including the cities of Orange City, Sanford, Casselberry, and Melbourne, and the Fort Pierce Water Utility Authority. Representative project experience includes:

- City of Cocoa, FL, Sea Ray Drive Sykes Creek 36-inch Water Main Crossing
- City of Melbourne, FL, Pineda Causeway Water Transmission Main
- City of Lake Wales, FL, Northwest Water Main Extension
- City of Melbourne, FL, LS 20 Force Main Design
- City of Lake Wales, FL, Potable Water Master Plan



STEFANO CERIANA, PE, LEED AP
Project Engineer/Engineer-of-Record

Education: Worcester Polytechnic Institute, MA, M.S., Environmental Engineering; Worcester Polytechnic Institute, MA, B.S., Civil Engineering | ***Registrations and Certifications:*** Professional Engineer - FL; LEED AP

Stefano is a project manager with over 22 years of experience. He has extensive knowledge of water and wastewater utility projects, including pipeline design (pressure and gravity) and lift station design. Stefano's expertise comprises project management duties, including project startup, preliminary/final design, execution, and construction administration. His background includes utility system planning, permitting processes, the use of computer-aided design (CAD) and geographic information systems (GIS), resident project representation (RPR), and the use of hydraulic modeling software for planning and design purposes. Representative project experience includes:

- City of Casselberry, FL, Seminola Force Main Replacement and Pump Station Relocation
- Orange County Utilities, FL, Summerlake Park Boulevard 30-inch Force Main
- Reedy Creek Improvement District, FL, World Drive Extension Utility Relocation - Phase I
- Reedy Creek Improvement District, FL, Osceola Parkway Interchange Flyover Design Project
- Orange County Utilities, FL, Storey Park/Innovation Place Utility Project
- SSNOCWTA, Seminole County, FL, Eagle Circle Force Main



DOUGLAS HAMMANN, PE
QA/QC

Education: Florida Atlantic University, FL, M.E., Environmental and Water Resources; Southern Illinois University, IL, B.S., Civil Engineering; Rend Lake College, IL, A.S., Architectural Technology | ***Registrations and Certifications:*** Professional Engineer - FL, OH

Doug is a principal engineer with over 34 years of experience in the planning, design, permitting, and engineering services during the construction of water, wastewater, and reclaimed water projects for various municipal and private clients. These projects have included utility system master planning, water distribution systems, sanitary sewer collection and transmission systems, sanitary pump stations, vacuum sanitary collection/pumping systems, expansion/rehabilitation of WTPs and WWTPs, industrial wastewater pre-treatment systems, and reclaimed water treatment and distribution systems. Representative project experience includes:

- City of Coconut Creek, FL, Wiles Road Reclaimed Water Main
- City of Coral Springs, FL, New Water Main on Sample Road
- City of Coral Springs, FL, University Drive Water Main and Force Main
- City of Coral Springs, FL, New Force Main on Sample Road Between Coral Springs Drive and Sample Road



SCOTT HOXWORTH, PE

Utility Conveyance Design Lead

Education: University of Central Florida, FL, M.S., Environmental Engineering; University of Central Florida, FL, B.S., Environmental Engineering **|** ***Registrations and Certifications:*** Professional Engineer - FL

Scott has over 25 years of experience in water, wastewater, and reclaimed water fields. His expertise encompasses the design, construction, startup, and operation of water and WWTFs; water, wastewater, and reclaimed water pipelines; stormwater systems; and pump/lift stations. Scott also has expertise in pilot-scale membrane water treatment systems and pilot-scale and full-scale groundwater remediation systems, solid waste with landfill closure design, construction oversight, and permitting. Representative project experience includes:

- City of Cocoa, FL, Sea Ray Drive Sykes Creek 36-inch Water Main Crossing
- City of Melbourne, FL, Pineda Causeway Water Transmission Main
- City of Port St. Lucie, FL, Rangeline Transmission Mains
- Volusia County, FL, Normandy Boulevard Reclaimed Water Main Extension and Upgrades – Phase 2
- Hillsborough County, FL, Delwood Super Station Design-Build



MARK WORSHAM, PE

Utility Conveyance Design

Education: Virginia Polytechnic Institute and State University, VA, B.S., Civil Engineering; Virginia Polytechnic Institute and State University, VA, B.S., Agricultural Engineering **|** ***Registrations and Certifications:*** Professional Engineer - FL, VA

Mark has more than 37 years of experience in constructing utility and building projects and project management for clients from the municipal, industrial and governmental sectors. His areas of focus have included construction management and inspections for building systems, mechanical systems, electrical systems, and instrumentation and control systems. Mark has expertise in the testing and commissioning of building, mechanical, electrical, and instrumentation/control systems and designing well systems, water treatment systems, pumping systems, chemical feed systems, and storage/distribution systems. He has performed engineering relating to the operation of over 130 separate water supply systems and several wastewater systems, including pump replacement design, treatment system modification/design and distribution system program management, and regulatory compliance of the systems. Representative project experience includes:

- City of Cocoa, FL, Sea Ray Drive Sykes Creek 36-inch Water Main Crossing
- City of Melbourne, FL, Pineda Causeway Water Transmission Main
- Orange County Utilities, Orange County, FL, Pump Station Rehabilitation/Replacement Package 7 Improvements
- City of Orlando, FL, Lift Station Electrical Upgrades and Other Improvements
- Hillsborough County, FL, Delwood Super Station Design-Build



JEFFERY GRANT, PE, LEED AP

Utility Conveyance Design

Education: University of Florida, FL, M.E., Civil Engineering; University of Florida, FL, B.S., Civil Engineering **|** ***Registrations and Certifications:*** Professional Engineer - FL; LEED AP

Jeff has over 17 years of extensive engineering design, project management, and construction management experience in various types of civil engineering and water/wastewater projects. He has experience in pump station design, master utility design/modeling, wastewater treatment process, large watershed stormwater modeling and FEMA map revisions, stormwater management systems, mass grading and phased fill management/balance planning, roadway geometrics and drainage, and airfield/intermodal rail heavy pavements for private, local municipal, and federal clients. As a previous municipal employee, Jeff has overseen the execution of capital improvement projects (water, wastewater, treatment plant, roadway, stormwater, site development, ADA compliance, and neighborhood enhancement), been involved in development review, managed continuing service consulting contracts, participated in selection committees, and responded to resident concerns, ranging from stormwater to streetlights. Representative project experience includes:

- City of St. Cloud, FL, Nolte Road Booster Pump Station
- City of Clermont, FL, Wellness Way Master Plan and Water Supply Update for Potable Water, Wastewater, and Reclaimed Water
- Osceola County, FL, Four Seasons at Orlando Phases 1, 2, and 3A
- Brevard County, FL, Mims Well Facility Design



LAWRENCE ROLLE, PE

Utility Conveyance Design

Education: University of Central Florida, FL, B.S.E., Civil Engineering; Valencia Community College, FL, A.A., Engineering **|** ***Registrations and Certifications:*** Professional Engineer - FL

Lawrence has a background in building construction, environmental engineering process design, hydraulics, steel design, and geotechnical engineering. His experience encompasses the design, construction, start-up, and operation of water and wastewater treatment facilities; water, wastewater, and reclaimed water pipelines; and lift/pump stations. Lawrence has served as a project engineer for design services and has provided construction administration services when tasks include those services. Representative project experience includes:

- City of Melbourne, FL, Lift Station 18 (LS 18) Force Main and Melbourne Causeway Water Main Construction Services
- City of Melbourne, FL, Hibiscus Pump Station Fill Pipeline Design
- Volusia County, FL, Normandy Boulevard Reclaimed Water Main Extension
- City of Melbourne, FL, High-Service Pump Station Hydraulic Analysis and Yard Piping Identification Drawings
- Polk County Utilities, Polk County, FL, Central Regional Utility Service Area (CRUSA) Water Production Facility and System Improvements



WESTON HAGGEN, PE, DBIA, ENV SP, PMP

Utility Conveyance Design

Education: University of Central Florida, FL, M.S.E. in Civil Engineering; University of Central Florida, FL, B.S.E. in Civil Engineering | ***Registrations and Certifications:*** Professional Engineer - FL; FDOT, MOT Advanced; NASSCO PACP/MACP/LACP Certification; Design-Build Professional Certification (DBIA); Envision Sustainability Professional, Certification (ENV SP); Project Management Professional (PMP)

Weston is experienced in water, wastewater, and reclaimed water. His expertise includes water quality hydraulic modeling, master planning, pipeline design, lift station design, potable water quality improvement, unidirectional flushing (UDF), I&I studies, construction administration, preliminary design of wastewater and water plants, regulatory permitting, water treatment pilot studies, feasibility studies, report writing, and data management, including geographic information systems (GIS) for a variety of municipal and government projects in water and wastewater treatment. Representative project experience includes:

- City of Casselberry, FL, Seminola Force Main Replacement and Pump Station Relocation
- Pinellas County, FL, Force Main Condition Assessment from Pennsylvania Avenue and Eighth Street to the Dunn WRF.
- Hillsborough County, FL, Delwood Super Station Design-Build
- SSNOCWTA, Seminole County, FL, Eagle Circle Force Main Replacement



BRYANT FACEY, PE

Utility Conveyance Design

Education: University of Central Florida, FL, B.S., Environmental Engineering | ***Registrations and Certifications:*** Professional Engineer - FL

Bryant is a senior project manager and engineer with over 16 years of experience in the planning, design, permitting, and construction administration of water, wastewater, and reclaimed water projects for municipal clients throughout Florida. These projects have included numerous design-bid-build and design-build projects that improve water and wastewater infrastructure. Bryant provides engineering services for utility projects of all sizes, starting with project concept to design through project construction and implementation. His additional experience has included master planning, design, permitting, and construction services of all aspects of a governmental utility. Bryant's broadening experience base of multi-disciplinary municipal utility projects via various project delivery methods expands his ability to provide management and engineering services to his clients. Representative project experience includes:

- City of Coral Springs, FL, New Force Main on Sample Road Between Coral Springs Drive and Sample Road
- City of Coral Springs, FL, University Drive Water Main and Force Main
- City of Coral Springs, FL, Rehabilitation of Lift Station 22A, 21D, and New Force Main
- City of Boca Raton, FL, Dixie Highway Reclaimed Water Main Extension
- City of Coconut Creek, FL, Wiles Road Reclaimed Water Main



ED TALTON, PE

Hydraulic Modeling/GIS Lead

Education: University of Florida, M.S.E., Environmental Engineering; University of Florida, FL, B.S.E., Environmental Engineering; University of Kentucky, KY, Hydraulic Surge Modeling Training | ***Registrations and Certifications:*** Professional Engineer - FL

Ed's 30+ years of experience and expertise in master planning and hydraulic/water quality modeling runs deep, having completed major master plans, water quality modeling/calibration to mitigate nitrification, distribution operations optimizations, wastewater model calibrations, and risk-based asset prioritization. His publications include a Florida Water Resource Journal article on a water quality application to help utilities better utilize available SCADA, quality, and modeling outputs. Ed has completed a comprehensive reuse master plan and wastewater force main hydraulic model (1,500 miles of pipe and more than 900 pump stations) for the M-D WASD, and master planning and hydraulic modeling services for Orange County Utilities, Seminole County, Brevard County, and the cities of Tampa, Lakeland, St. Petersburg, Port St. Lucie, St. Cloud, West Palm Beach, Orange City, and Ocoee. Representative project experience includes:

- City of Melbourne, FL, Water System Master Plan Update City of Lake Wales, FL, Potable Water Master Plan
- City of St. Cloud, FL, Water, Wastewater and Reuse Master Plan and Hydraulic Modeling
- City of Fort Lauderdale, FL, Comprehensive Utility Strategic Master Plan
- City of Altamonte Springs, FL, Potable and Reclaimed Water Systems Master Plan and Hydraulic Model Update
- Toho Water Authority, Osceola County, FL, Water and Wastewater Master Plans



CHAD MEISEL, PE

Hydraulic Modeling/GIS

Education: University of Central Florida, FL, B.S., Civil Engineering; University of Central Florida, FL, B.S., Environmental Engineering | ***Registrations and Certifications:*** Professional Engineer - FL

Chad is a project engineer with over nine years of experience in water/wastewater treatment, water resources, and stormwater permitting. He has performed report development, hydraulic modeling, bidding services, and water permit compliance for various municipal clients in the central Florida region. Chad is also proficient in AutoCAD and ICPR. Representative project experience includes:

- City of Fort Lauderdale, FL, Comprehensive Utility Strategic Master Plan
- City of Lake Wales, FL, Potable Water Master Plan
- City of Melbourne, FL, Water System Master Plan Update
- Brevard County, FL, Mims Water Distribution System Improvements
- Toho Water Authority, Osceola County, FL, Water and Wastewater Master Plans
- Orange County, FL, SWRF Influent Pump Station Expansion and Upgrades



EDUARDO MARTINEZ, PE
Electrical Engineering Lead

Education: Polytechnic University of Havana, Cuba, B.S., Civil Engineering **|** ***Registrations and Certifications:*** Professional Engineer - FL

Eduardo has more than 41 years of experience in the electrical engineering field. His experience ranges in the electrical/lighting design of roadways, lift station facilities, WWTPs, cogeneration facilities, commercial, industrial, health care, shopping centers, and condominiums. As part of his experience, Eduardo has worked as the EOR on projects such as total new lighting for the SR 826/SR 836 Interchange, M-D WASD North District WWTP, M-D WASD South Dade WWTP, and a lift station with emergency generator design for Miami-Dade County and the City of Miami. Representative project experience includes:

- M-D WASD, Miami-Dade County, FL, Pump Station 416
- M-D WASD, Miami-Dade County, FL, Pump Station 417
- M-D WASD, Miami-Dade County, FL, North District WWTP (NDWWTP) Disinfection System (Chlorine Building)
- M-D WASD, Miami-Dade County, FL, South Dade WWTP (SDWWTP)
- M-D WASD, Miami-Dade County, FL, NDWWTP BDR for Plant-Wide Electrical Improvements



ALEX GUON, PE
Electrical Engineering

Education: University of Havana, Cuba, B.S., Electrical Engineering **|** ***Registrations and Certifications:*** Professional Engineer - FL

Alex has more than 33 years of experience in the electrical engineering field. He graduated with a bachelor's degree in electrical engineering from the University of Havana in 1990 and received his Florida Professional electrical engineering registration in 1998. Alex has extensive experience in roadway electrical/lighting design, intelligent transportation systems (ITS) design, lift station facilities, commercial, industrial, health care, shopping centers, and condominiums, etc. Representative project experience includes:

- M-D WASD, Miami-Dade County, FL, North District WWTP (NDWWTP) Disinfection System (Chlorine Building)
- FDOT District 6, Miami-Dade County, FL, SR 826/SR 836 Interchange Electrical Design
- FDOT District 6, Miami-Dade County, FL, SR 25/Okeechobee Road from East of NE 107th Avenue to East of NW 116th Way Reconstruction
- FDOT District 6, Miami-Dade County, FL, ITS Modification at US-1 North of SW 17th Avenue
- FDOT District 4, Palm Beach County, FL, SR 809/Military Trail from Shiloh Drive to SR 710/Bee Line Highway
- FDOT District 6, Miami-Dade County, FL, Design-Build of I-95 Managed Lanes from SR 112 to Ives Dairy Road



ADRIAN ALFONSO, PE
Structural Engineering Lead

Education: Florida International University, FL, B.S., Civil Engineering **|** ***Registrations and Certifications:*** Professional Engineer - FL

Adrian has over 11 years of experience designing sanitary lift stations, WTPs, WWTPs, and miscellaneous structures. He is experienced with Microstation, GEOPAK, STAAD, and MathCAD for miscellaneous structures design. Adrian also has experience with the LEAP Bridge Enterprise software for bridge design. He has provided support to the Bridge Maintenance Office of FDOT District 6 using PONTIS and GIS for bridge inspection reports. Representative project experience includes:

- FDOT District 6, Islamorada, FL, Pedestrian Bridge at Founders Park.
- FDOT District 4, Miramar, FL, Pedestrian Bridge S. of Miramar Boulevard Over South Broward Drainage District Canal 1
- FDOT District 4, Broward and Palm Beach Counties, FL, I-95 Express Lanes-Phase 3A-1 From South of Broward Boulevard to North of Commercial Boulevard
- FDOT District 4, Broward County, FL, SR 998/SW 312 Street/ Campbell Drive from SR 997/Krome Avenue to SR 5/US-1 (Truck Bypass)
- FDOT District 6, Miami, FL, SR 977/Krome Avenue from SW 232nd Street to South of Eureka Drive



DAVID HATTON, AIA, NCARB
Principal Architect

Education: University of Minnesota, MN, B.Arch. **|** ***Registrations and Certifications:*** Registered Architect - FL, GA, MD, MI, NC, NJ, NY, PA, VA; National Council of Architectural Registration Boards (NCARB)

David is a registered architect with expertise in the planning, programming, and design of academic buildings, campus master plans, student centers, dining, and residence halls. He has worked with over 100 college and university campuses across the United States, and is a recognized expert and frequent speaker for The Association of College Unions International (ACUI) and The National Association of College Auxiliary Services (NACAS) on topics regarding the design and programming of colleges and universities. David is also a frequent speaker at SCUP, ACUHO-I, ACUI, NACAS and CIC. Representative project experience includes:

- City of Saratoga Springs, NY, Fire Station #3
- New York Racing Association, Inc., NY, Saratoga Racetrack Grandstand Refurbishment
- University of Maine School of Law, ME, 300 Fore Street
- University of Maine Farmington, ME, Early Childhood Education Center
- Pennsylvania State University, PA, Woodland Biology Lab Feasibility Study



NICHOLAS SCHWARTZ, RLA, LEED AP
Landscape Architect

Education: SUNY College of Environmental Science and Forestry, NY, B.L.A., Landscape Architecture; State University of New York at Cobleskill, NY, A.A.S. in Landscape Development | ***Registrations and Certifications:*** Registered Landscape Architect - AL, CT, GA, IN, MA, ME, MS, NC, NJ, NY, RI; LEED AP

Nick has over 29 years of experience in planning and landscape architecture. He manages sustainable and green design applications, urban design, streetscape enhancements, and community redevelopments. As a LEED-accredited Professional (LEED AP), Nick provides leadership on issues concerning the LEED rating systems and process administration. Representative project experience includes:

- Buffalo Sewer Authority, Buffalo, NY, Landscape and Site Improvements - Bird Island Campus
- Town of Bethlehem, NY, Delaware Avenue Hamlet Multi-Modal and Streetscape Enhancements
- Albany Water Board, NY, Hansen and Ryckman Flood Mitigation Planning Study
- New York State (NYS) Office of General Services, NY, Landscape Architectural Services - NYS Fairgrounds
- City of Albany Department of General Services, NY, Delaware Avenue Urban Street Reconstruction
- Albany Water Board, NY, Quail Street Green Infrastructure Project



JASON HIGNITE
Environmental Services Lead

Education: Ball State University, IN, M.A., Natrual Resources and Environmental Management; Ball State University, IN, B.G.S., Liberal Arts | ***Registrations and Certifications:*** Certified Environmental Consultant

Jason has more than 29 years of professional experience in environmental planning and regulatory compliance, both in the United States Navy and as a civilian consultant. He has completed environmental projects throughout the United States. Jason's planning and policy experience includes a variety of private and public clients, including various airports, state DOTs, the Department of Defense (DOD), the Federal Communications Commission (FCC), the U.S. Department of Housing and Urban Development (HUD), and the U.S. Postal Service (USPS). Representative project experience includes:

- City of South Miami, FL, Florida Bonneted Bat Limited Roost Survey, 71st Street Pedestrian Bridge
- City of South Miami, FL, Phase II Environmental Site Assessment, 71st Street Pedestrian Bridge
- St. Lucie County, FL, Wetland Determination, North County Utilities Extension
- City of Hollywood, FL, Wetland Determination, Sheridan Road Improvement Project
- Treasure Coast International Airport and Business Park Airport (FPR), Fort Pierce, FL, Sustainability Plan
- Daytona International Airport, Daytona Beach, FL, SPCC Plan
- City of Pensacola, FL, Pensacola International Airport, MRO Hangar Phase 1 Wetland Permitting



KERRY WULFF
Construction Management Lead

Education: University of Central Florida, FL, B.S., Engineering Technology; Owens Technical Institute, OH, A.S., Mechanical Engineering | ***Registrations and Certifications:*** Certified Building Contractor - FL; OSHA-certified

Kerry has over 33 years of experience serving as an RPR and construction manager for utility projects ranging from pipeline installations to constructing complex water/wastewater treatment facilities, including design-build projects up to $100 million in cost. He specializes in the analysis, design, and layout of water and wastewater treatment facilities, collection systems, distribution systems, and associated infrastructure. Kerry is familiar with requirements related to alternative/governmental funding protocols (state revolving fund [SRF], cooperative funding and permitting processes). He is also a certified building contractor and is OSHA 30-hour certified. Representative career experience includes:

- City of Cocoa, FL, Sea Ray Drive Sykes Creek 36-inch Water Main Crossing
- City of Melbourne, FL, Pineda Causeway Water Transmission Main
- City of Clearwater, FL, Water and Reclaimed Water Program Management
- City of Clearwater, FL, Wastewater Collection System Program Management
- City of Cape Coral, FL, North 2 Utility Expansion Project
- City of Cape Coral, FL, Southwest 6 and 7 Utility Expansion Program



CHARLES WARREN
Construction Management/RPR

Registrations and Certifications: AWS Professional Development (40 Hours); NEC Level 2 Burg Technician; OSHA 30-hour Safety Certification (in progress); PEC Safety Certification; Polyethylene Pipe Certification F2620; Veriforce OQ Certified in Line Locates, Damage Prevention of Excavating and Backfill, Locate Buried Facilities, and ROW Observation

Charles has more than 10 years of experience in construction and inspection and is an RPR in the field monitoring compliance with contract documents. He is an owner representative in the field, working hand-in-hand with contractors and engineers to monitor compliance with contract documents. Charles has completed pipeline projects for various major companies, including supervising and inspecting more than 100 miles of pipeline. Charles has experience with pipeline crossings, line excavation oversight, NDT and hydrostatic pressure testing, road and river bores (HDD), weld and pipe coating integrity, and Hydro-Vac and ROW clearing. Representative project experience includes:

- City of Cocoa, FL, Sea Ray Drive Sykes Creek 36-inch Water Main Crossing
- City of Melbourne, FL, Pineda Causeway Water Transmission Main
- Basic Energy Services, Inc., Big Spring, TX, Guitar Ranch Pipeline
- Loving County, TX, Lindsay SWD Booster Station

Section 8:
Required Proposal Submittal Forms and Statements

SECTION 8 REQUIRED PROPOSAL SUBMITTAL FORMS AND STATEMENTS

Location Form

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
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AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND PROJECT ENGINEER

(PAGE 1 OF 2)

Proposers shall complete and submit the information below to clearly identify the location of the Project Manager and Project Engineer designated in the organizational chart required in Section III RFQ Submittal Requirements. All proposers shall complete and sign the pages of this form concerning location. **NOTE THE AFFIDAVIT/ NOTARIZATION REQUIREMENT (page 2).**

1. **Current domicile of Project Manager:**

Name	Kelcia Mazana
Address	1052 Providence Lane
City, State, Zip	Oviedo, FL 32765
County	Seminole
Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926?	_X_ Yes ____ No

2. **Current domicile of Project Engineer:**

Name	Stefano Ceriana, PE, LEED AP
Address	1788 Grand Rue Drive
City, State, Zip	Casselberry, FL 32707
County	Seminole
Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926?	_X_ Yes ____ No

3. **Firm's Office Location:**

Company	CHA Consulting, Inc.
Address	927 New Haven Avenue, Suite 206
City, State, Zip	Melbourne, FL 32901
County	Brevard
Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926?	_X_ Yes ____ No

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AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND PROJECT ENGINEER

(PAGE 2 OF 2)

AFFIDAVIT

Under penalties of perjury, I swear that the preceding location information is true and correct. I also acknowledge that any material misrepresentation will be grounds for terminating for default any Contract, which may have been awarded due in whole or part to such misrepresentation. I also understand that false statements may result in criminal prosecution for a felony of the third degree per Section 92.525(3), Florida Statutes.

Authorized Signatory	CHA Consulting, Inc. **Name of Proposer**
Michael A. Platt **Typed or Printed Full Name**	March 20, 2023 **Date**
General Counsel and Executive Vice President **Title**	

On this 20th day of March, 2023, before me appeared (name) Michael A. Platt, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) CHA Consulting, Inc. to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission Expires Nikki C. Dames

(seal)

Date March 20, 2023

State of New York

County of Albany

NIKKI C. DAMES
NOTARY PUBLIC-STATE OF NEW YORK
No. 02DA6253381
Qualified in Schenectady County
My Commission Expires 12-27-2023

CITY OF COCOA
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AFFIDAVIT OF EXISTING AND PRIOR CONTRACTS WITH THE CITY OF COCOA

STATE OF New York

CITY OF Albany

BEFORE ME, the undersigned authority, this day personally appeared Michael A. Platt, who, after first being duly sworn, upon oath, deposes and says:

1. My name is Michael A. Platt and I am over the age of eighteen (18) years.

2.I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.

3.I currently serve in the position of General Counsel and Executive Vice President for CHA Consulting, Inc. (hereinafter "Respondent") and have been employed by Respondent since 1/12/1998.

4.I am familiar with one of the factors in the Consultants Competitive Negotiations Act ("CCNA"; section 287.055, Florida Statutes) that requires the City of Cocoa to generally consider the volume of work previously awarded each firm by the City of Cocoa when awarding new Contracts under the CCNA with the object of effecting an equitable distribution of Contracts among qualified firms, provided the distribution does not violate the principle of selection of the most highly qualified firm; and

5. I am familiar with the client base and the various Contracts for services entered into by Respondent, and have knowledge of whether or not there are any existing and/or prior Contracts within the past three (3) years between the City of Cocoa, Florida and Respondent.

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6. Based on my knowledge indicated in paragraph 5 of this Affidavit, there currently exist the following Contracts and task orders under a continuing services Contract between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa, with the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

CONTRACT	AMOUNT PAID
N/A	N/A

7. Based on my knowledge indicated in paragraph 5 of this Affidavit, there were the following prior Contracts and task orders under a continuing services Contract between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa within the previous three (3) years from the date of this Affidavit, with the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

CONTRACT	AMOUNT PAID
N/A	N/A

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FURTHER AFFIANT SAYETH NAUGHT.

Print Name: Michael A. Platt

STATE OF New York
COUNTY OF Albany

The foregoing instrument was sworn to and subscribed before me by means of (X) physical presence or (___) online notarization, this 20th day of March, 2023 by Michael A. Platt [X] who is personally known to me, or [ ] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 20th day of March, 2023.

NIKKI C. DAMES
NOTARY PUBLIC-STATE OF NEW YORK
No. 02DA6253381
Qualified in Schenectady County
My Commission Expires 12-27-2023

NOTARY PUBLIC
Print Name: Nikki C. Dames

My Commission Expires: Dec. 27, 2023

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
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AFFIDAVIT OF OTHER APPLICABLE MANDATORY CRITERIA

STATE OF New York

CITY OF Albany

BEFORE ME, the undersigned authority, this day personally appeared Michael A. Platt, who, after first being duly sworn, upon oath, deposes and says:

1. My name is Michael A. Platt and I am over the age of eighteen (18) years.

2. I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.

3. I currently serve in the position of General Counsel and Executive Vice President for CHA Consulting, Inc. (hereinafter "Respondent") and have been employed by Respondent since 1/12/1998.

4. I am familiar with the current professional licensing status of Respondent.

5. I have assisted in preparing the Respondent's response to the City of Cocoa RFQ Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion and I am familiar with the contents of said response.

6. I am also familiar with the other applicable mandatory criteria listed in sections 6 and 7 of the City of Cocoa RFQ Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion; and

7. Based on my personal knowledge and belief, I state as follows:

   a. Respondent is duly licensed to practice in the State of Florida, and said license is in good standing with the State of Florida;

CITY OF COCOA
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b. There are no legal or professional conflicts of interest with regard to any work performed by the Respondent for the City of Cocoa or any other person or entity, or with respect to the scope of services required by the City of Cocoa RFQ Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion; and

c. The Respondent adhered to the instructions set forth in the City of Cocoa Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion in preparing and submitting the Respondent's response including, but not limited to the Anti-Lobbying provision.

FURTHER AFFIANT SAYETH NAUGHT.

Print Name: Michael A. Platt

STATE OF New York
COUNTY OF Albany

The foregoing instrument was sworn to and subscribed before me by means of (X) physical presence or (___) online notarization, this 20th day of March, 2023 by Michael A. Platt [x] who is personally known to me, or [ ] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 20th day of March, 2023.

NOTARY PUBLIC
Print Name: Nikki C. Dames
My Commission Expires: 12/27/2023

NIKKI C. DAMES
NOTARY PUBLIC-STATE OF NEW YORK
No. 02DA6253381
Qualified in Schenectady County
My Commission Expires 12-27-2023

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Scrutinized Company Certification

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
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Scrutinized Company Certification

This certification is required pursuant to Sections 287.135, 287.012 and 215.473, Florida Statutes.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:
(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
2. Is engaged in business operations in Cuba or Syria.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID/RFP/RFQ RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED, SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

The Vendor, by virtue of the signature below, certifies that:

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engaged in business operations in Cuba or Syria; or on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; and
c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its principals are placed on any of the Scrutinized Company Lists above or becomes engaged in business operations in Cuba or Syria, or becomes engaged in a boycott of Israel.
d. The Vendor understands that any contract with an agency or local governmental entity for goods or services of $1 million or more entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Any contract with an agency or local governmental entity for goods or services of any amount entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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Scrutinized Company Certification (continued)

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(Authorized Signature)

Michael A. Platt
General Counsel and Executive Vice President
(Printed Name and Title)

CHA Consulting, Inc.
(Name of Vendor)

STATE OF New York, COUNTY OF Albany

The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization, this 20th day of March, 20 23, by Michael A. Platt (name of person whose signature is being notarized) as General Counsel and Executive Vice President (title) of CHA Consulting, Inc. (Name of Vendor), known to me to be the person described herein, or who produced _____ (type of identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

_____ State of New York at Large (Seal)
(Signature)

Nikki C. Dames My commission expires: 12/27/2023
(Print Name)

NIKKI C. DAMES
NOTARY PUBLIC-STATE OF NEW YORK
No. 02DA6253381
Qualified in Schenectady County
My Commission Expires 12-27-2023

Scrutinized Company Provisions

SCRUTINIZED COMPANIES: Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of $1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List may not bid on, submit a proposal for, or enter into a Contract with an agency or local government entity for goods or services of $1 million or more.

Pursuant to Chapter 215.473, Florida Statutes, the Florida State Board of Administration is charged with maintaining a complete list of scrutinized companies. Scrutinized companies are judged according to whether they meet the following criteria:
Sudan:
1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
2. Have a material business relationship involving the supply of military equipment, or
3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
4. Have been complicit in the genocidal campaign in Darfur.

Iran:
1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

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The SBA is not responsible for compliance with Chapter 287.135, Florida Statutes. The SBA's responsibilities are solely focused on the Protecting Florida's investments Act and Chapter 215.473 as it related to the identification of the "Scrutinized Companies" that have prohibited business operations in Sudan or Iran.

List is found at:
http://www.sbafla.com/fsb/Home/ProtectingFloridasInvestmentAct/tabid/751/Default.aspx then click on the "Other Links" to the List

or

http://www.sbafla.com/fsb/LinkClick.aspx?fileticket=iePW9X713-E%3D&tabid=751&mid=2409

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Drug-Free Workplace Certification

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
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Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the RFQ response.

IDENTICAL TIE PROPOSALS: Preference may be given to businesses with drug-free workplace programs. Whenever two or more proposals that 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 proposal 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 proposals will be followed if none of the tied Respondents have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

A. 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.

B. Inform employees about the dangers of drug abuse in the workplace, the business' 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.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

D. In the statement specified in the first paragraph, 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 of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, 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.

E. Impose a sanction on, or require the satisfactory 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.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

AUTHORIZED SIGNATORY

Michael A. Platt
Typed Name of Signatory

General Counsel and Executive Vice President
Title

March 20, 2023
Date

Witness Signature

Thomas D. Titsworth
Typed Name of Witness

Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals:

a.Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b.Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c.Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

d.Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Instructions for Certification (A)
1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to who this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agree by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions (continued)

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
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9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agree by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant: CHA Consulting, Inc.	Date: 3/20/2023
Signature of Authorized Certifying Official:	Title: General Counsel and Executive Vice President

Non-Collusion/Lobbying Certification

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

Non-Collusion/Lobbying Certification

This statement is submitted with Proposal by:

CHA Consulting, Inc. whose business address is 927 New Haven Avenue, Suite 206, Melbourne, FL 32901
[Name of entity submitting sworn statement]

_____ and its Federal Employer Identification Number (FEIN) is 16-0966259.

My name is Michael A. Platt and my relationship to the above is General Counsel and Executive Vice President
[Please print name of individual signing]

A. **NON-COLLUSION PROVISION CERTIFICATION.**
The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

B. **LOBBYING CERTIFICATION.**
The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City 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 either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.

2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in, **Non-Collusion/Lobbying Certification**, is truthful and correct at the time of submission.

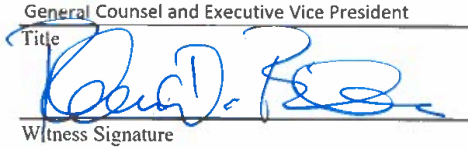


AUTHORIZED SIGNATORY

Michael A. Platt
Typed Name of SIGNATORY

General Counsel and Executive Vice President
Title

March 20, 2023
Date



Witness Signature

Thomas D. Titsworth
Typed Name of Witness

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

Organizational Information

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
X	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)

State of Incorporation	New York
Principal Place of Business (Enter Address)	3 Winners Circle, Albany, NY 12205
Federal I.D. or Social Security Number	16-0966259

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "H", Organizational Information**, is truthful and correct at the time of submission.

Respondant/Contractor_Name:
CHA Consulting, Inc.

Mailing_Address:
927 New Haven Avenue, Suite 206, Melbourne, FL 32901

Telephone_Number: 321.345.1760 E-mail Address: KMazana@chacompanies.com

FEIN: 16-0966259 DUNS: 118240694 CAGE Code: 4M848 As issued through www.sam.gov

Authorized Signatory Printed Name
Michael A. Platt

Title General Counsel and Executive Vice President
Date March 20, 2023

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CORPORATE RESOLUTION

I, Thomas D. Titsworth, Jr., Assistant Secretary of CHA Consulting, Inc., a corporation organized and existing under the laws of the State of New York, hereby certify that the following resolution was duly adopted by the Board of Directors of said corporation, at a meeting duly held on the 9th day of February, 2022:

RESOLVED, that each of the individual officers of the corporation named below is hereby authorized to negotiate, make, execute and approve on behalf of this corporation, and to bind the corporation with respect to, any and all contracts, proposals and other business transactions, and all amendments, statements, certifications and other documents required in connection with such contracts, proposals or transactions or otherwise related thereto.

Authorized Signatories	Title
James Stephenson	President
Michael D. Carroll	Chief Executive Officer
Dom M. Bernardo	Chief Financial Officer & Executive Vice President
Michael A. Platt	General Counsel & Executive Vice President
Gregory S. Corso	Executive Vice President
Marble (John) Hensley	Executive Vice President
John A. Achenbach	Executive Vice President

AND I DO FURTHER CERTIFY that the resolution set forth above has not been in any way altered, amended, revoked, or repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand this 20th day of March, 2023.

Thomas D. Titsworth, Jr.
Assistant Secretary

CHA CONSULTING, INC. CORPORATE SEAL NEW YORK

CHA Certificate of Incorporation

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

CHA CONSULTING, INC.

UNDER SECTION 807 OF THE BUSINESS CORPORATION LAW

* * * * *

The undersigned, being the General Counsel and Executive Vice President of CHA Consulting, Inc., a New York corporation, pursuant to Section 807 of the Business Corporation Law of the State of New York does hereby amend, restate, certify and set forth:

1. The name of the corporation is CHA Consulting, Inc. (the "Corporation"). The name under which the Corporation was formed is Arch Roof Construction Co. Inc.

2. The Certificate of Incorporation was filed by the Department of State on January 7, 1927.

3. The Certificate of Incorporation, as heretofore amended, is hereby further amended to reflect the following amendments authorized by the Business Corporation Law, to wit:

a. Pursuant to Section 502 of the New York Business Corporation Law, to declare a 0.25 for 1 reverse stock split of the Corporation's Preferred Stock in which every one (1) share of the Corporation's Preferred Stock is automatically converted into 0.25 shares of the Corporation's Preferred Stock to reduce the number of the Corporation's issued and outstanding Preferred Shares from 1,000 to 250;

b. To convert each one (1) share of Preferred Stock into one (1) share of fully paid and nonassessable share of Common Stock;

c. To eliminate from the Corporation's Certificate of Incorporation all matters set forth therein with respect to such Preferred Shares;

d. Pursuant to Section 502 of the New York Business Corporation Law, to adjust the par value of the Common Shares from without value to $0.001 par value per share;

e. To reduce the number of and kind of shares the Corporation is authorized to

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issue to only one class of shares of stock so the total number of shares which the Corporation is authorized to issue is One Thousand (1,000) shares of Common Stock, $0.001 par value per share;

f. To change the office of the Corporation to III Winners Circle, Albany, New York 12205-0269;

g. Pursuant to Section 304 of the New York Business Corporation Law, to change the designated post-office address to which the Secretary of State shall mail a copy of process served upon him as agent of the Corporation to III Winners Circle, P.O. Box 5269, Albany, New York 12205-0269; and

h. Pursuant to Section 305 of the New York Business Corporation Law, to change the registered agent for service of process of the Corporation to General Counsel, III Winners Circle, P.O. Box 5269, Albany, New York 12205-0269.

3. The Certificate of Incorporation of the Corporation is hereby amended and restated to read in full as follows:

FIRST: The name of the corporation is CHA Consulting, Inc. (the "Corporation").

SECOND: The purposes for which it is formed are to practice the profession of engineering and in furtherance of its corporate purpose to engage in any lawful act or activity for which corporations may be organized under the Business Corporation Law.

THIRD: The office of the Corporation is to be located in the County of Albany, State of New York.

FOURTH: The aggregate number of shares which the Corporation shall have authority to issue is one thousand (1,000) shares of Common Stock, $0.001 par value per share. Each share of Common Stock shall be entitled to one vote.

FIFTH: The Secretary of State is designated as the agent of the Corporation upon whom process against the corporation may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him is III Winners Circle, P.O. Box 5269, Albany, New York 12205-0269.

SIXTH: The name and address of the registered agent which is to be the agent of the Corporation upon whom process against it may be served, are General Counsel, III Winners Circle, P.O. Box 5269, Albany, New York 12205-0269.

SEVENTH: No director of the Corporation shall be personally liable to the Corporation or its stockholders for damages for any breach of duty as a director;

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provided that this Article SEVENTH shall neither eliminate nor limit liability: (a) if a judgment or other final adjudication adverse to such director establishes that his or her acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled or that his or her acts violated Section 719 of the Business Corporation Law; or (b) for any act or omission prior to the effectiveness of this Article SEVENTH. Any repeal of or modification to the provisions of this Article SEVENTH shall not adversely affect any right or protection of a director of the Corporation existing pursuant to this Article SEVENTH immediately prior to such repeal or modification.

EIGHTH: The chief executive officer of the Corporation shall be a professional engineer licensed in New York State and the persons carrying on the actual practice of professional engineering in New York State on behalf of the Corporation shall be authorized to practice professional engineering in New York State.

4. This restatement of the Certificate of Incorporation was authorized by the vote of the Board of Directors followed by the written consent of the sole stockholder of the Corporation entitled to vote thereon.

[SIGNATURE PAGE TO FOLLOW]

3

In witness whereof, the undersigned has executed this Amended and Restated Certificate of Incorporation this 27th day of October, 2010, which Amended and Restated Certificate of Incorporation shall be effective

Michael A. Platt, General Counsel
& Executive Vice President

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RESTATED CERTIFICATE OF INCORPORATION

OF

CHA CONSULTING, INC.

UNDER SECTION 807 OF THE BUSINESS CORPORATION LAW

Filed by: C. Kimberly Bakeberg, Esquire
Lawson & Weitzen, LLP
88 Black Falcon Avenue
Suite 345
Boston, MA 02210

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State of Florida
Department of State

I certify from the records of this office that CHA CONSULTING, INC. is a New York corporation authorized to transact business in the State of Florida, qualified on November 17, 2008.

The document number of this corporation is F08000004937.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 10, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Tenth day of January, 2022

Secretary of State

Tracking Number: 1892863710CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

SunBiz Listing

DIVISION OF CORPORATIONS

sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Profit Corporation
CHA CONSULTING, INC.

Cross Reference Name

CHA CONSULTING, INC.

Filing Information

Document Number	F08000004937
FEI/EIN Number	16-0966259
Date Filed	11/17/2008
State	NY
Status	ACTIVE
Last Event	DROPPING DBA
Event Date Filed	04/06/2021
Event Effective Date	NONE

Principal Address

575 Broadway
ALBANY, NY 12207

Changed: 02/23/2015

Mailing Address

575 Broadway
ALBANY, NY 12207

Changed: 02/23/2015

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Officer/Director Detail

Name & Address

Title CEO

CARROLL, MICHAEL D
575 BROADWAY
ALBANY, NY 12207

SunBiz Listing (continued)

Title CFO

BERNARDO, DOM M
3 WINNERS CIRCLE
ALBANY, NY 12205

Title Secretary, General Counsel

PLATT, MICHAEL A
3 WINNERS CIRCLE
ALBANY, NY 12205

Title AS

TITSWORTH, THOMAS DESQ
3 WINNERS CIRCLE
ALBANY, NY 12205

Title President

Stephenson, James
1 Faneuil Hall Marketplace
South Market Building, suite 4195
Boston, MA 02109

Annual Reports

Report Year	Filed Date
2021	01/18/2021
2022	01/10/2022
2023	01/30/2023

Document Images

01/30/2023 – ANNUAL REPORT	View image in PDF format
01/10/2022 -- ANNUAL REPORT	View image in PDF format
04/06/2021 -- Dropping Alternate Name	View image in PDF format
01/18/2021 – ANNUAL REPORT	View image in PDF format
01/22/2020 – ANNUAL REPORT	View image in PDF format
03/27/2019 – ANNUAL REPORT	View image in PDF format
03/15/2018 -- ANNUAL REPORT	View image in PDF format
02/28/2017 – ANNUAL REPORT	View image in PDF format
09/22/2016 – AMENDED ANNUAL REPORT	View image in PDF format
02/09/2016 -- ANNUAL REPORT	View image in PDF format
02/23/2015 – ANNUAL REPORT	View image in PDF format
03/25/2014 – ANNUAL REPORT	View image in PDF format
01/31/2013 – ANNUAL REPORT	View image in PDF format
02/17/2012 – Amendment	View image in PDF format
01/30/2012 -- ANNUAL REPORT	View image in PDF format
04/12/2011 -- FEI# CHANGED	View image in PDF format

SunBiz Listing (continued)

03/04/2011 -- ANNUAL REPORT	View image in PDF format
12/28/2010 -- Name Change	View image in PDF format
03/05/2010 -- ANNUAL REPORT	View image in PDF format
04/17/2009 -- ANNUAL REPORT	View image in PDF format
12/18/2008 -- Amendment	View image in PDF format
11/17/2008 -- Off/Dir Resignation	View image in PDF format
11/17/2008 -- Off/Dir Resignation	View image in PDF format
11/17/2008 -- Foreign Profit	View image in PDF format

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E-Verify Contractor Affidavit

I hereby certify that CHA Consulting, 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 CHA Consulting, Inc.'s [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Michael A. Platt
Date: March 20, 2023

STATE OF ~~FLORIDA~~ NEW YORK
COUNTY OF ALBANY
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3.20.2023 (date) by Michael A. Platt (name of officer or agent, title of officer or agent) of CHA Consulting, Inc. (name of corporation acknowledging), a New York (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal] Notary Public
Nikki C. Dames
Name typed, printed, or stamped
My Commission Expires: 12/27/2023

NIKKI C. DAMES
NOTARY PUBLIC-STATE OF NEW YORK
No. 02DA6253381
Qualified in Schenectady County
My Commission Expires 12-27-2023

E-Verify

Welcome
Riley Simone

MENU

Company Information

Company Name
CHA Consulting, Inc.

Company ID Number
130989

Doing Business As (DBA) Name
--

DUNS Number
--

Physical Location

Address 1
III Winners Circle

Address 2
--

City
Albany

State
NY

Zip Code
12205

County
ALBANY

Mailing Address

Address 1
--

Address 2
--

City
--

State
--

Zip Code

--

Additional Information

Employer Identification Number
160966259

Total Number of Employees
500 to 999

Parent Organization
--

Administrator
--

Organization Designation

Employer Category
Federal Contractor without FAR E-Verify Clause

View / Edit

NAICS Code
541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES

View / Edit

Total Hiring Sites
20

View / Edit

Total Points of Contact
1

View / Edit

View Original MOU Template

View MOU

Last Login: 05/17/2021 08:27 PM

U.S. Department of Homeland Security

CITY OF COCOA
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FEMA RIDER

FEDERALLY REQUIRED CONTRACT CLAUSES FOR FEMA GRANTEES AND SUBGRANTEES

1. ***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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, 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 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 (8) 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24,1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

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2. ***Compliance with the Davis-Bacon Act***

The contractors are required to 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. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: https://www.dol.gov/agencies/whd/government-contracts/construction. These rates may be subject to change based on the January 2022 update.

3. ***Compliance with the Copeland "Anti-Kickback" Act***

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

4. **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 (b)(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 (b)(1) of this section, in the sum of $27 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 (b)(1) of this section.
(3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA 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 (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section

~~5. Rights to Inventions Made Under a Contract or Agreement~~ **Not Applicable**
~~Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable~~

6. **Clean Air Act**
   a. 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.
   b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
   c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.
7. **Federal Water Pollution Control Act**
   a. 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.
   b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
   c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.
8. **Suspension and Debarment**
   a. 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).
   b. 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.

c. 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 Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. 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.

9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 who in turn will forward the certification(s) to the federal awarding agency.

10. PROCUREMENT OF RECOVERED MATERIALS

a. 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.

b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.

i. Section 889(b) of the John S. McCain National Defense Authorization Act

for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

i. This clause does not prohibit contractors from providing—

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:
   a. Are *not used* as a substantial or essential component of any system; *and*
   b. Are *not used* as critical technology of any system.
2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of

any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:
   i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
   ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Access to Records

The following access to records requirements apply to this contract:

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(1)The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, 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 FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. *DHS Seal, Logo, and Flags*

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

15. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16. *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.

17. *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. *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
(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, CHA Consulting, 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

Michael A. Platt, General Counsel and Executive Vice President
Name and Title of Contractor's Authorized Official

March 20, 2023
Date

18. *Affirmative Socioeconomic Steps*
If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

19. ~~*Copyright and Data Rights*~~ ***– Not applicable***
~~The Contractor grants to the CITY OF COCOA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography,~~

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~~pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

Authorized Signature

March 20, 2023
Date

Michael A. Platt
Name of Respondent

General Counsel and Executive Vice President
Title

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Flow Down of Terms and Conditions from the Federal Regulations and/or Grant Agreement

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Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement

Subcontracts: If the Bidder subcontracts any portion of the work under this Agreement, a copy of the signed subcontract must be available to the City of Cocoa for review and approval. The bidder agrees to include in the subcontract that:

A. The subcontractor is bound by the terms of this Agreement;

B. The subcontractor is bound by all applicable state and federal laws and regulations; and

C. The subcontractor shall hold the City of Cocoa, grant recipient and granting agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Grant Conditions and Federal Provisions

On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the FEMA RIDER, acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s) and subsequent awarded Agreement as a result of this solicitation process should I be the successful Respondant.

Respondant/Contractor_Name: CHA Consulting, Inc.

Mailing_Address: 927 New Haven Avenue, Suite 206, Melbourne, FL 32901

Telephone_Number: 321.345.1760 E-mail Address: KMazana@chacompanies.com

FEIN: 16-0966259 DUNS: 118240694 CAGE Code: 4M848 As issued through www.sam.gov

Authorized Signature — March 20, 2023 Date

Michael A. Platt
Name of Respondent

General Counsel and Executive Vice President
Title

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BUSINESS REFERENCE LIST

The firm shall provide a minimum of three (3) business related references for which they are currently providing, or have provided within the last ten (10) years, engineering services similar to the scope of services required by this RFQ.

1. Company Name City of Melbourne
   Contact Name and Title Jennifer Spagnoli, PE, Assistant Public Works and Utilities Director
   Address 900 E Strawbridge Avenue, Melbourne, FL 32901
   Phone Number 321.608.5000
   Duration of Contract or business relationship Ongoing since 2018

2. Company Name South Seminole and North Orange County Wastewater Transmission Authority (SSNOCWTA)
   Contact Name and Title Ed Gil de Rubio, Director
   Address 410 Lake Howell Road, Maitland, FL 32751-5907
   Phone Number 407.628.3419
   Duration of Contract or business relationship Ongoing since 2009

3. Name Orange County Utilities
   Contact Name and Title Mark Ikeler, PE, Chief Engineer
   Address 9150 Curry Ford Road, Orlando, FL 32825
   Phone Number 407.254.9705
   Duration of Contract or business relationship Ongoing since 2009

Copy of Business Licenses

CHA Consulting, Inc.



Florida dbpr Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS 11:01:12 AM 6/23/2022

Licensee Information

Name:	CHA CONSULTING, INC. (Primary Name)
Main Address:	575 BROADWAY ALBANY New York 12207
County:	OUT OF STATE

License Information

License Type:	Registry
Rank:	Registry
License Number:	28386
Status:	Current
Licensure Date:	01/29/2009
Expires:	

Note: FDBPR stopped issuing certificates in 2020. CHA's license number is 28386.

CHA Consulting, Inc. is active and in good standing with the Florida Department of State under document number F08000004937.



State of Florida
Department of State

I certify from the records of this office that CHA CONSULTING, INC. is a New York corporation authorized to transact business in the State of Florida, qualified on November 17, 2008.

The document number of this corporation is F08000004937.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 10, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Tenth day of January, 2022

Secretary of State

Tracking Number: 1892863710CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

CHAHOLDING MCALLAHAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/27/2022

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	CONTACT NAME:	
Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	PHONE (A/C, No, Ext): (617) 328-6555	FAX (A/C, No): (617) 328-6888
	E-MAIL ADDRESS: boston@amesgough.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
CHA Consulting, Inc. 575 Broadway Albany, NY 12207	INSURER A : Phoenix Insurance Company A++, XV	25623
	INSURER B : Travelers Indemnity Company, A++, XV	25658
	INSURER C : Travelers Casualty Insurance Company of Americ	19046
	INSURER D : Berkshire Hathaway Specialty Insurance Company	22276
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			630-7E170386	8/1/2022	8/1/2023	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 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			810-4S407410	8/1/2022	8/1/2023	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 $ 10,000			CUP-4S539836	8/1/2022	8/1/2023	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-4S429322	8/1/2022	8/1/2023	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
D	Professional Liab			47-EPP-308429-04	8/1/2022	8/1/2023	Per Claim	6,000,000
D				47-EPP-308429-04	8/1/2022	8/1/2023	Aggregate	10,000,000

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

If AI box is checked, GL Endorsement Form #CGD604, Auto AI #CAT499 to the extent provided therein applies and all coverages are in accordance with the policy terms and conditions.

Evidence of Coverage. The A&E Professional Liability policy listed above includes Pollution Liability coverage.

CERTIFICATE HOLDER

CHA Consulting, Inc. - Melbourne, FL
927 New Haven Ave.
Suite 206
Melbourne, FL 32901

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

Jared Maxwell

ACORD 25 (2016/03)

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Minority Business Enterprise Certification

CHA is not a certified minority business enterprise (MBE), woman-owned business enterprise (WBE), small business enterprise (SBE), or other recognized disadvantaged business enterprise (DBE); However, we work with local DBE firms whenever possible and have a strong history of meeting contractual requirements and goals, with respect to the level of utilization of such firms. **We make an affirmative declaration to make a good faith effort to incorporate such firms into this contract.**

Our team includes the following DBE subconsultant, selected for their DBE status and their particular expertise in disciplines necessary to complete projects that may arise under this contract successfully.

- **ECHO UES, Inc. (MBE)** | Survey/SUE

CHA is an Equal Employment Opportunity (EEO) employer, and will work to meet minority business participation goals.

ECHO UES, Inc. (Survey/SUE)



State of Florida

Minority Business Certification

ECHO UES, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
08/11/2021 to 08/11/2023

Jonathan R. Satter, Secretary
Florida Department of Management Services

Department of MANAGEMENT SERVICES
Office of Supplier Diversity

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

Good Faith Estimate
Pineda RR Crossing Water Main Extension
2/15/24

The estimate provided on 2/20/23 in the amount of $986,000 is from the contractor, Quality Enterprises) who performed the original Pineda water main extension project.

Cost has been increased to include mobilization and demobilization (assume 10% each)
= 986,000*(1+20%) = $1,183,200.

And conservatively escalated by 100% to account for inflation and price increases since the original estimate about 1 year ago.

=1,183,200*2= ~$2.4M

Since the escalated estimate is below the $4M threshold per the CCNA statute, the design can be performed by the continuing consultant while remaining in compliance with CCNA requirements.

From: Lou Gaudio
To: John Perrin; Jennifer Spagnoli
Cc: Mazana, Kelcia D.; Hoxworth, Scott W.; Warren, Charles; Worsham, Mark K.; Rebecca Thibert; Katherine Ennis
Subject: RE: Pineda Causeway WTM - HDD at FEC RR
Date: Monday, February 20, 2023 1:47:10 PM

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

During our last meeting I mentioned that I would work up a price for the HDD at the FEC J&B.

The cost for a 30" HDPE Pipe, with 18" HDPE inside, all testing, connections, etc. would be $986,000.00.

There is a credit of $28,802.88 from the J&B line items which would take into account the Change Order to pay Downtown Underground for what they have already done and casing pipe already purchased. So overall cost would be approx. $958k.

This also takes into account not having to mobilize equipment from offsite (use the drill rig and excavators already on site).

Material is 6 weeks to get and drill could be completed in 3 weeks.

Thanks

Louis J. Gaudio
Vice President
c: 239-207-0660
o: 239-435-7200
e: lgaudio@geusa.com
3494 Shearwater Street, Naples, FL 34117

NOTICE:
This email contains information that is legally privileged and confidential. If you have received this message in error, please notify me immediately and delete this message. Any unauthorized disclosure, copying, distribution or other use of this proprietary information is strictly prohibited.

RESOLUTION NO. 2024-032

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2024; 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, 2023, and ending on September 30, 2024, at a Regular meeting held on September 26, 2023; 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 2023-2024 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 9th day of April 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY 2024 - 24-067-PT

SELECT ADJUSTMENT TYPE: PROJECT TRANSFER | REQUESTING DEPARTMENT #: 4055 | DATE PREPARED: 03/08/24

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 203,902)	421-4055-536.63-00	WS18MI	INFRASTRUCTURE	$ 0	$ 0	($ 203,902)	$ 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
($ 203,902)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 203,902	421-4055-536.63-00	WS23RR	INFRASTRUCTURE	$ 0	$ 0	$ 203,902	$ 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
$ 203,902	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The Pineda Water Main Railroad Crossing project was not a known project at the time of original budget allocations for FY24. Funding is now required for Project Number WS23RR in order to perform design services associated with the new project.
Agenda #: 23-677

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 04/09/24 RESOLUTION #: 2024-032

City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

3/8/24	John Perrin Digitally signed by John Perrin Date: 2024.03.08 13:21:58 -05'00'	Dave Radford Digitally signed by Dave Radford Date: 2024.03.08 15:28:30 -05'00'	
Date	Requestor's Signature	Date: Finance Approval Signature	Date: Finance Director's Signature
	John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2024.03.08 14:18:06 -05'00'	Lora Howell Digitally signed by Lora Howell Date: 2024.03.18 10:29:08 -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 8/3/23 - IT

Legislation Details (With Text)

File #:	24-176	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	4/2/2024			**In control:**	City Council
On agenda:	4/9/2024			**Final action:**	
Title:	Approve a multi-year agreement between the City of Cocoa and COTG 2021, LLC for two years with the option to extend for three additional one-year periods to provide after-hours drug testing services on an as needed basis, and authorizing the City Manager to execute the agreement and amendments. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:	Service Agreement - COTG 2021 LLC - FINAL.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 2, 2024
Agenda Date: April 9, 2024
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve a multi-year agreement between the City of Cocoa and COTG 2021, LLC for two years with the option to extend for three additional one-year periods to provide after-hours drug testing services on an as needed basis, and authorizing the City Manager to execute the agreement and amendments.

BACKGROUND:

The City of Cocoa has employees that work many different shifts over a 24-hour period in both public safety and utility departments. In the event an employee is involved in a work-place accident, drug testing may be required under the City's Drug Free Workplace Program depending on the situation.

Drug testing in the evening hours is extremely limited and in the past the City has utilized the local hospital for emergency situations. The last time that option was utilized the invoice was over $1,500. COTG 2021, a local drug testing vendor in Rockledge was found, who can either come on site to the workplace or the employee can go to their testing site.

Their pricing is considered reasonable due to the emergency circumstances this would be utilized and only on an as needed basis. The pricing would vary on an annual basis based on amount of accidents and timing of accidents but we expect the annual costs to be less than $1000.

STRATEGIC PLAN CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

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

Amount Requested	Varies based on need, initial PO will be for $600, Price List Exhibit A of agreement
Account Number	001-1600-513.31-02
Account Name	Professional Services/Medical Services

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a multi-year agreement between the City of Cocoa and COTG 2021, LLC for two years with the option to extend for three additional one-year periods to provide after-hours drug testing services on an as needed basis, and authorizing the City Manager to execute the agreement and all amendments.

SERVICE AGREEMENT
AFTER HOURS DRUG TESTING SERVICES

THIS AGREEMENT ("Agreement") is made this 9th day of April, 2024, by and between the **CITY OF COCOA**, a Florida municipal corporation ("City") and **COTG 2021, LLC**, a Florida Limited Liability Company with principal addresses at 1385 Cypress Ave, Ste 107, Melbourne, Florida 32935 ("Contractor").

RECITALS:

WHEREAS, City is a municipal corporation existing under the laws of the State of Florida, and in the conduct of business, desires to obtain all materials, service, equipment, and labor for after hours, random, and reasonable suspicion drug testing services; and

WHEREAS, Contractor is an active Limited Liability Company, incorporated in the state of Florida, duly licensed and existing under the laws of the State of Florida, experienced in the foregoing, and agrees to perform these services for the City under the terms and conditions set forth in this Agreement; and

WHEREAS, Contractor shall comply with all applicable federal, state, and local regulations regarding the provision of drug testing services; and

WHEREAS, the City of Cocoa deems the services being provided by this Agreement serve a public purpose and are in the best interests of the public health, safety, welfare, convenience, and morals of the citizens of Cocoa.

NOW THEREFORE, in consideration of the mutual premises set forth in this Agreement, it is agreed by and between City and Contractor as follows:

1.0. CONTRACTOR DUTIES.

A. Contractor shall furnish all labor, equipment, and materials necessary to perform after hours, random, and reasonable suspicion drug testing services, as requested by the City on an "as-needed" basis. Contractor shall not be considered the exclusive provider of the Services to the City, and the City may contract with other entities to provide such Services at any time in its discretion. Nothing in this Agreement guarantees that the City shall request any or a certain number of tests to be performed in any given term.

B. Contractor shall perform drug testing services for City on an as-needed basis pursuant to a written request for services from the City for Contractor's drug testing services. The City shall call Contractor at (321) 327-7481 to arrange for "after hours" drug testing that must occur after 5:00 p.m. At the time the City requests a drug test to be performed, the City shall inform Contractor whether the drug test will be administered at Contractor's business location in Rockledge or at a designated City facility. In the event the test must be performed at a City facility, Contractor shall

report to the designated City facility within two (2) hours to conduct the requested drug test(s), Monday-Sunday, 24 hours per day.

C. Contractor shall submit an invoice to the City after performing drug testing services pursuant to a request for services from the City. All invoices shall conform to the price schedule attached hereto as **Exhibit A**, which is incorporated herein by this reference. In the event a drug test is requested by the City, the City shall be charged the flat rate established for the quarter for the particular type of test requested, plus the unit price per test as provided in Exhibit A. Multiple tests of the same type in the same quarter shall not result in a duplicate flat rate charge for the quarter. In such case, the City shall be charged only for the unit price of the test. If no test is ordered by the City during a particular quarter, the flat rate shall not be charged to the City. Requests for services for workplace injury incidents shall be invoiced on a per-incident basis. Requests for services for all other drug testing services shall be invoiced on a quarterly basis.

D. It is understood and agreed that the Contractor is an independent contractor, and not an agent or co-venturer with the City regarding the work. Neither Contractor, nor its assigns, nor its successors, shall be considered employees, officers, or agents of the City in any capacity. Contractor shall not be entitled to any benefits which would otherwise apply to City employees.

E. Contractor warrants unto the City that it has the competence and abilities to carefully and faithfully complete the services within the time set forth herein. The Contractor will perform all work in a good and workmanlike manner. The City will be the sole judge of the acceptability of all work performed under this Agreement. Any changes to the work that change the Agreement price or the Agreement time must be authorized by the City in a written change order or addendum to this Agreement.

F. The Contractor will not discriminate against any person based on race, color, religion, sex, national origin, age, or disability.

G. The Contractor will comply with all local, state, and federal laws and safety standards in performing the services under this Agreement.

H. Contractor acknowledges and accepts the terms and conditions of the following Limited Liability Statement:

> The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the Agreement. Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes.

I. The Contractor warrants that it holds any and all necessary licenses required to conduct the work

required by this Agreement and agrees to maintain said licenses in good standing during the term of this Agreement, including a City of Cocoa Business Tax Receipt (unless Contractor is otherwise exempt from the payment of the City's business taxes). Contractor shall immediately notify City in the event of a loss, suspension, or termination of any license required to perform the Services set forth in this Agreement.

J. Contractor shall be responsible for coordinating access to the location where services will be performed and for coordinating all necessary meeting, set-up, staging, or workstation space with City's representative to the extent necessary. Contractor shall additionally follow all security protocols deemed necessary by the City as determined by the City's sole discretion.

K. City will rely on Contractor to exercise sound professional judgment and to devote such time as reasonably necessary to fulfil the intent and purpose of this Agreement.

L. Any drug testing services which the City has already requested the Contractor to complete at the termination of this Agreement shall remain in effect until completion of said services, and all terms and conditions of this Agreement shall survive until completion of the services.

2.0. CITY DUTIES.

A. City agrees to compensate the Contractor for satisfactorily performed work in accordance with the rate schedule attached hereto as **Exhibit A**, which is incorporated herein by this reference. However, in no event shall the total payments in any one fiscal year exceed $75,000.00. City shall provide payment to Contractor for drug testing services performed by Contractor upon City's receipt of an invoice for said services from Contractor. City shall only be responsible for the payment of services requested by the City. City shall provide payment to Contractor only upon receipt of an invoice. All services provided to the City must be described upon the Contractor's invoice with sufficient clarity for the City to easily identify and confirm the Services having been provided. All invoice entries shall clearly indicate the type of service being rendered, identify the Contractor employee who rendered such service, and note the appropriate charge and hourly rate if applicable. All invoices shall be directed to the City of Cocoa, Attn: Accounts Payable Section, City of Cocoa, 65 Stone St, Cocoa, Florida 32922.

B. City shall make payment to the Contractor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes.

C. Contractor shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Services provided under this Agreement. To the extent Contractor owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge Contractor for any money owed to City by Contractor. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and the Contractor shall remain liable to the City in accordance with applicable law for all damages to the City caused by the Contractor's performance of any Services provided under this Agreement.

3.0. DRUG TESTING SERVICES.

A. Contractor's employees are required to obtain, at no charge, from the City's Human Resources Department, details of City employees identified for testing within two (2) hours of a request for testing services, including the City employee's contact information. City employees completing testing must present Contractor with valid identification in the form of a driver's license or other valid State-issued I.D.

B. City Staff, as designated by The City of Cocoa, shall be provided with electronic copies of test results once said results have been verified by Contractor's Medical Review Officer ("MRO").

C. Contractor's response time shall be no greater than two (2) hours for drug testing services requested by the City under this Agreement.

D. Contractor must provide a HIPAA-compliant authorization and consent form to each employee prior to conducting any form of drug testing services. City employees receiving testing are required to provide Contractor with the signed authorization and consent form. The form must advise the individual employee with written notice that the results will be disclosed to his or her employer and that the employee authorizes such results to be reported to the employer.

E. The Contractor must maintain training qualification documentation for all specimen collectors that are approved and assigned for use. The collector training qualification documentation must be provided to the City upon request and within two (2) business days. The Contractor will provide trained laboratory staff to conduct urine testing and will provide all staff certifications, degrees, special qualification and resumes upon request.

F. Collection sites and mobile collectors must meet the standards for privacy and security per 49 CFR Part 40.41 and 40.43.

G. A urine collection and alcohol test performed at the same time constitutes one testing event. The Contractor is not authorized to invoice the City for an amount greater than the mobile collector's after-hours charge, plus the unit price per test.

H. The Contractor must ensure that a non-fatal flaw occurring at the point of collection is promptly corrected and a memorandum for the record (MFR) is supplied in a timely manner so as not to create a fatal flaw.

I. The Contractor must address and respond in writing, to all concerns of collection site non-compliance that are raised by the City. The Contractor must respond to the concerned party within two (2) business days of the initial notification and must follow these procedures:

I. To determine the validity of the concern raised, the Contractor must review all associated testing documents to assess the collection site's compliance with 49 CFR Part 40 as amended, and the USDOT Specimen Collection Guidelines.

II. As applicable, the Contractor must deliver corrective action requirements to violating collectors and/or collection sites within five business days of the determination of non-

compliance. The Contractor must provide copy of the corrective action notice to the City and contract administrator or designated representative.

III. The Contractor must provide City with an alternative USDOT-qualified specimen collector when a collector or collection site fails to comply with the corrective action requirements imposed by the Contractor.

J. The Contractor must ensure that City is provided with the services of a Medical Review Officer (MRO) who has met the qualification requirements per 49 CFR Part 40.121.

K. The Contractor must ensure that all laboratory results undergo a medical review verification process that is conducted in accordance with 49 CFR Part 40 - Subpart G, as amended.

L. The CONTRACTOR must ensure that the specific urine drug test result reporting procedures are performed in accordance with the requirements of 49 CFR Part 40.163. The CONTRACTOR must ensure that MRO verified negative results are reported to City as soon as possible following verification. Non-flawed, lab-confirmed negative urine specimens should be MRO verified and reported to the City within approximately 24-48 hours of the specimen's arrival at laboratory.

M. The CONTRACTOR must ensure that the MRO provides a written report following MRO verification of all results, that includes the following:

- Full name of donor
- Specimen identification number
- Donor identification number
- Reason for testing (test type)
- Date of the collection
- Result of the test
- Date result was verified by the MRO
- If canceled, the reason for cancelation
- If deemed a Refusal to Test, the reason for the refusal determination

The CONTRACTOR must ensure that City is provided the option to have results reported to the City's primary or secondary contact in all of the following ways:

- Via a secure, password protected website
- Via a secure and confidential electronic mail system

N. The CONTRACTOR must ensure that all result reports and associated records are not released to, or cannot be accessed by, any party other than the City's primary or secondary contact or contract administrator, where applicable.

O. The CONTRACTOR must ensure that all reasonable procedures to protect personal data from unauthorized access, misuse, alteration or disclosure by unauthorized parties are executed at all times and must include the use of data encryption software and secure servers.

P. The CONTRACTOR must ensure that all hard copy testing records are maintained in a secure location that is safeguarded against theft, damage and unauthorized access.

Q. The CONTRACTOR must ensure that all non-negative testing records, both electronic and hard copy are maintained and are accessible to City, for a minimum of five years from date of collection.

R. The CONTRACTOR must ensure that all negative testing records, both electronic and hard copy are maintained and are accessible to City, for a minimum of three years from date of collection.

S. The CONTRACTOR acknowledges and agrees that the City maintains a Drug Free Workplace Program and drug test results shall remain confidential pursuant to Section 440.102(8), Florida Statutes. Drug test results may not be disclosed to third parties except as required by law or pursuant to a court order.

4.0. TERM.

The Term shall commence upon the parties' execution of the Agreement ("Effective Date"). The initial term of this Agreement shall be for two (2) years with the option to extend for three (3) additional one (1) year periods. The City's City Manager may exercise a renewal option, subject to Contractor's agreement to the renewal, by providing the Contractor's with at least thirty (30) days written notice in advance of the anniversary of the commencement Effective Date. Renewals shall be made upon mutual agreement of the parties and upon the same terms described herein. The City has the right to terminate this Agreement for its convenience and without at any time upon thirty (30) days advanced notice.

Time is of the essence in the performance of this Agreement and any request for services placed hereunder.

5.0 INDEMNIFICATION.

Contractor shall indemnify and hold harmless, the City, its employees, agents, elected or appointed officials, and representatives from any and all claims, losses, suits, costs, expenses, fines, penalties, deficiencies, damages, obligations, and liabilities, including all attorney's fees and court costs through all appeals, for which City, its employees, agents, elected or appointed officials, and representatives can or may be held liable as a result of injury to persons (including death) or damage to property occurring by reason of any negligent acts, errors, omissions, or willful misconduct of Contractor, its employees, or agents, arising out of or connected with this Agreement; or which arise out of any inaccurate representation made by the Contractor, its employees or agents; or any breach of this Agreement by Contractor, its employees or agents, except to the extent of negligence, wrongful acts or omissions of the City or its agents, elected or

appointed officials, employees, or representatives. The foregoing indemnification obligation shall further include claims, losses, suits, costs, expenses, fines, penalties, deficiencies, damages, obligations, and liabilities, including all attorney's fees and court costs through all appeals, arising from the Contractor's disclosure of drug test results to unauthorized third parties and City employees' claims of negligence, invasion of privacy, intentional infliction of emotional distress, defamation, or violations of HIPPA and other federal law in connection with the drug testing services provided by the Contractor.

For purposes of this indemnification only, Contractor shall indemnify the City for claims made by the employees of Contractor, and Contractor hereby waives its entitlement, if any, to immunity under SECTION 440.011, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

Contractor shall further indemnify and hold harmless, the City, its employees, agents, elected or appointed officials, and representatives from any and all claims and liabilities, whether rightful or otherwise, alleging that the work furnished by the Contractor hereunder, or any part thereof, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of the United States. Contractor shall pay all damages and costs awarded against the City in connection with any such infringement, copyright, trademark, or other intellectual property rights claims.

This indemnification paragraph shall survive the termination of this Agreement until such time as all pending claims between the parties have been settled, or if no such pending claims, until such time as all applicable statute of limitation time periods have expired with respect to the work performed by Contractor pursuant to this Agreement.

6.0. TERMINATION.

City may terminate this Agreement for any reason, with or without cause and without penalty, by giving the Contractor thirty (30) days advance written notice of the termination of this Agreement. In the event of any termination without cause pursuant to the preceding sentence, City shall continue to be responsible for the payment of any outstanding undisputed invoices delivered to the City prior to the date of termination. In addition, should Contractor materially breach this Agreement and such breach is not cured within fifteen (15) days of receiving written notice of such breach by the City, the City shall be entitled to terminate this Agreement immediately and Contractor shall refund the City any pre-paid fees for Services not delivered to the City's satisfaction by Contractor.

Upon receipt of a notice for any termination of this Agreement and any request for drug testing services issued hereunder, the parties shall cooperate with each other and use all commercially reasonable efforts to affect a smooth transition process.

7.0. PUBLIC RECORDS AND AUDITS.

A. Pursuant to Section 119.0701, Florida Statutes, and other applicable public records laws

(collectively, the "Public Records Laws"), Contractor agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Contractor related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record under and pursuant to the Public Records Laws, whether in the possession or control of the City or the Contractor. If and to the extent said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Contractor are subject to the provisions of Chapter 119, Florida Statutes, or other Public Records Laws (records subject to the Public Records Laws are herein referred to as "public records"), they may not be destroyed without the specific written approval of the City's designated custodian of public records. 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 CITY for the purpose of examination and/or audit. Notwithstanding anything herein to the contrary, the parties agree to maintain the confidentiality of any and all records or documents from third party disclosure that are deemed confidential and/or exempt from public records disclosure pursuant to federal or state law, including, but not limited to, under the Health Insurance Portability and Accountability Act of 1996 and related HIPAA Privacy Rules.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8455, cityclerk@cocoafl.org, 65 Stone Street, Cocoa, Florida 32922.

Contractor is required to and agrees to comply with public records laws. Contractor shall keep and maintain all public records required by the City to perform the services as agreed to herein. Contractor shall provide the City, upon request from the City Clerk, copies of the requested public records or allow the public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. Upon completion of the Agreement, Contractor shall transfer to the City, at no cost, copies of all public records in possession of the Contractor, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that copies of the public records be transferred, the Contractor shall continue to keep and maintain the public records upon completion

of the Agreement and shall meet all applicable requirements for retaining public records. All public records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Contractor of the request and the Contractor shall then provide such public records to the City or allow the records to be inspected or copied within a reasonable time. If the Contractor does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Contractor acknowledges that if the Contractor does not provide the public records to the City within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes. The Contractor acknowledges that if a civil action is filed against the Contractor to compel production of public records relating to this Agreement, the court may assess and award against Contractor the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Service Provider, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Service Provider to grant such public access, cooperate with the City's examination or audit, and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Contractor fails to comply with this Section, and the City must enforce this Section, or the City suffers a third-party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Contractor's failure to comply with this Section, the City shall collect from Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Contractor. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Contractor's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

C. The City and the Contractor agree that upon payment of fees due to the Contractor by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule, or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule, and other instrument produced by the Contractor, as applicable, in the performance of this Agreement, or any Work hereunder, shall

be the sole property of the City, and the City is vested with all rights therein. The Contractor waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule, and other instrument produced by the Contractor in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Contractor or not.

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

8.0. INSURANCE.

During the term of this Agreement, Contractor shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. The insurance policies provided hereunder by Contractor shall also include coverage with respect to services performed by all agents and independent contractors employed by Contractor to perform any Work hereunder.

A. The Contractor shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence and $2,000,000 general aggregate 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 $1,000,000 for all of its employees performing Work for the Client pursuant to this Agreement.

9.0. NOTICE.

Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, or (iii) sent via a nationally recognized overnight courier service to the following:

For CITY:

City of Cocoa

Attn: City Manager

65 Stone Street

Cocoa, FL 32922

For CONTRACTOR:

COTG 2021, LLC

Attn: Felicia Prince, Executive Director

1385 Cypress Ave, Ste 107

Melbourne, Florida 32935

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.

10.0. E-VERIFY.

A. In accordance with Chapter 448.095, Florida Statutes, the Contractor shall register and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract.

B. The Contractor shall expressly require any subcontractors performing work providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.

C. The Contractor agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the City consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify program.

D. The Contractor must meet this requirement unless:

1. This Agreement is solely for goods-based procurement where no services are provided; or

2. Where the requirement is waived by the City Commission; or

3. The Agreement is being executed with a Sole Proprietor who does not hire employees and therefore is not required to file a Department of Homeland Security Form I-9 (which is the document used for E-Verify); or

4. The Agreement is being executed with a company based outside of the United States of America and does not employ any citizens of the United States of America.

E. A Contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the Contractor hires or employs a person who is not eligible for employment.

F. Nothing in this section may be construed to allow intentional discrimination of any class of persons protected by law.

11.0. ATTORNEY FEES.

In the event of any action arising under this Agreement, whether or not a lawsuit or other proceeding is filed, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees incurred in any way in connection with the matter, whether incurred before litigation, during litigation, during appeal, or in connection with enforcement of a judgment, including, but not limited to, attorneys' and experts' fees. This shall include fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-taxable costs, including but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

12.0. 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.

13.0. SEVERABILITY.

Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable, and in full force and effect to the extent permitted by law.

14.0. ENTIRE AGREEMENT.

This Agreement states the entire understanding and agreement between the parties and supersedes

any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement, save for the representations which are attached to this Agreement as Exhibits. The Contractor recognizes that any representations, statements, or negotiations made by the City staff do not suffice to legally bind the City in a contractual relationship unless they have been reduced to writing and signed by an authorized City representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

15.0. NO ASSIGNMENT OR SUBCONTRACT.

Contractor shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior, written consent of the City. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor form any duty or responsibility under this Agreement. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the City and Contractor, and all duties and responsibilities under this Agreement will be for the sole and exclusive benefit of the City and Contractor and not for the benefit of any other party.

16.0. SOVEREIGN IMMUNITY.

The City intends to avail itself of the benefits of Section 769.28, 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, and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. Service Provider agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person 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.

17.0. APPROPRIATIONS.

This Agreement is subject to the annual appropriations of funds by the City Commission. The City has a right to terminate this Agreement for fiscal non-funding at no additional cost or liability to the City.

18.0. 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; strike (except involving the Contractor's labor force); extraordinary breakdown of or damage to City's affiliates' facilities; court injunction or order; federal and/or state law and/or regulation; or order by any other regulatory agency, provided that prompt notice of such delay is given by such party to the other and each of the parties hereto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty (60) days, either party may terminate this Agreement. Monetary damages will not be awarded in the event of Force Majeure.

19.0. CITY PREMISES.

Contractor acknowledges that its employees and agents will behave in an appropriate manner while on City property and while on any residential or commercial private property relating to the performance of Services in accordance with this Agreement and shall, at all times, conduct themselves in a manner consistent with City policies and within the discretion of the City Project Manager or designee. Professional and personal conduct of Contractor's staff shall conform to City's personnel policies and procedures. It is a material breach of this Agreement for any agent or employee of Contractor to behave in a manner which is inconsistent with appropriate conduct or decorum or to behave in any manner that will disrupt the functioning of the City or constitute any level of threat to the safety, health, and/or well-being of any citizen, invitee, licensee, agent, or employee of the City. Contractor agrees to immediately remove any agent or employee if directed to do so by the City Project Manager or designee.

Contractor acknowledges that the City shall not be responsible for injury (including death) to Contractor's employees, agents, officers, or other personnel, nor shall the City be responsible for damage to Contractor's property, which occurs on the City's property, unless the injury is the result of the City's gross negligence or willful misconduct. At all times while on City's premises, Contractor shall comply with all rules and regulations of City.

20.0 MISCELLANEOUS.

A. As an independent contractor, Contractor shall pay all expenses in connection with its consulting business and Contractor will not incur any indebtedness on behalf of City with this Agreement.

B. This Agreement shall constitute the entire Agreement between the parties relative to the transaction contemplated herein and neither this Agreement nor any term or provision hereof may be waived, except, by an instrument in writing executed by the City and Contractor.

C. This Agreement may be amended, extended, or renewed only with the written approval of the parties. There shall be no modification of this Agreement without a writing.

D. The City and Contractor each represent that they have both shared equally in drafting this

Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

E. The Contractor warrants that it has not employed or retained any company 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 City employee or official, 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 form the award of making of this Agreement.

F. Precautions shall be exercised at all times for the protection of all persons (including City's employees) and property. The safety of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guided or eliminated in accordance with the highest accepted standard of safety. Contractor shall be solely and absolutely responsible and shall assume all liability for the safety and supervision of its principles, employees, contractors, and agents when performing the Services provided hereunder.

G. Contractor shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and ordinances applicable to the performance of services under this Agreement and the incorporated Exhibits. Contractor shall also secure and maintain any and all permits and licenses required to complete this Agreement.

H. Contractor shall acquire no rights under this Agreement to, and shall not use, the name of the City, either alone or in conjunction with or as a part of any other name, word, mark, picture, logo, design, and/or trademark ("City Marks") in any of Contractor's advertising, publicity, or promotion, to express or imply any endorsement by the City of its Services, or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by the City, except as expressly permitted herein. No advertisement, publication, or other use of the City Marks shall be published or otherwise promulgated by Contractor without City's prior inspection and written approval. This clause shall survive the expiration or termination of this Agreement.

I. By signing this Agreement, Contractor certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

2. Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local)transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

3. Are not presently indicted or otherwise criminally charged by a government entity

(federal, state or local) with commission of any of the offense enumerated in the preceding paragraph.

4. Have not within the preceding five years had one or more public transactions (federal, state or local) terminated for cause or default.

Contractor agrees to notify City within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgment, indictments, informations, or terminations as described above, with respect to Contractor or its principals.

J. In case of any inconsistency in any of the documents bearing on the Agreement between the City and the Contractor, the inconsistency shall be resolved by giving precedence in the following order:

1. Addenda or change orders to this Agreement entered subsequent to the Effective Date of this Agreement;

2. This Agreement;

3. Exhibits to this Agreement.

Any inconsistency in the work description shall be clarified by the City and performed by the Contractor.

K. At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Agreement or specifications, the City at its sole discretion will interpret the intent of the Agreement and work descriptions and the Contractor hereby agrees to abide by the City's interpretation and agrees to carry out the work in accordance with the decision of the City.

L. The Contractor warrants and represents that it complies with all Federal and State requirements concerning fair employment and that Contractor does not and shall not discriminate by reason of race, color, religion, sex, age, national origin, disability, sexual orientation, gender identity or expression, genetic information, or any other category of persons protected pursuant to federal and/or Florida law.

M. No inspection by the City, nor any payment for or acceptance of the whole or part of the items in this Agreement, nor any extension of time, nor any possession taken by the City of the product or services hereunder shall operate as a waiver of (1) any provision of this Agreement, (2) the right to have it fully performed, (3) any power herein reserved by the City or (4) any right to damages under this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach. Failure of City to insist upon performance within any time period or upon a proper level or quality of performance shall not act as a waiver of City's right to later claim a failure to perform by Contractor.

N. The City reserves the right to, at its discretion, perform any services related to this Agreement or to retain the services of other Contractors to provide professional services. City does not

guarantee that any work will be assigned to Contractor under this Agreement. The City reserves the right to assign or contract for professional services with any party at its sole discretion. No provision of this Agreement shall be construed to require the City to assign any work or task to the Contractor under this Agreement.

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

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

Q. Contractor shall certify, upon request by City, that Contractor maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in the termination of this Agreement.

R. CONTRACTOR is aware of and agrees to comply with the requirements of Florida Statutes § 287.138. To the extent that, under this Agreement, CONTRACTOR has access to personal identifying information, CONTRACTOR agrees that: CONTRACTOR is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in CONTRACTOR; and CONTRACTOR is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes § 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement. CONTRACTOR shall signify their compliance with Florida Statutes § 287.138 by completing the affidavit of compliance attached hereto as **Exhibit B.**

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

CITY:	**CONTRACTOR:**
_____	_____
Stockton Whitten	Print: Felicia Prince
City Manager	Executive Director
Date: _____	Date: _____

ATTEST:

_____

Monica Arsenault

City Clerk

EXHIBIT A

PRICE SCHEDULE

COTG 2021
1220 Prospect Ave, Ste 294 Melbourne FL 32901
321-327-7481 x 1001
COTG2021@gmail.com
Www.COTG21.com

Type of Services	Unit Price		Notes
Drug Testing Services			
DOT (5 Panel)	130		$180 (flat rate) applied per quarter
Non-DOT (10 - Panel Urine)	127		$180 (flat rate) applied per quarter
Non-DOT (12 - Panel Urine)	128		$180 (flat rate) applied per quarter
Non-DOT (13 - Panel Urine)	129		$180 (flat rate) applied per quarter
Alcohol Testing (Urine)	95		$180 (flat rate) applied per quarter
Alcohol Testing (Breathalyzer)	50		$180 (flat rate) applied per quarter
Onsite/ Reasonable Suspicion Non-DOT/DOT	140		$180 (flat rate) applied per quarter
Workplace Injury Incident	125		$180 per incident



Drug Testing for Cocoa

10 Panel Drug Test NON DOT (Urine)	12 Panel Drug Test NON DOT (Urine)	13 Panel drug test NON DOT (Urine)	5 Panel DOT Drug Test (Urine)
AMP-Amphetamines	AMP-Amphetamines	AMP-Amphetamines	AMP-Amphetamines
COC-Cocaine	COC-Cocaine	COC-Cocaine	COC-Cocaine
OPI-Opiates		OPI-Opiates	OPI-Opiates
THC-Marijuana	THC-Marijuana	THC-Marijuana	THC-Marijuana
	PCP-Phencyclidine	PCP-Phencyclidine	PCP- Phencyclidine
MET- Methamphetamines	MET-Methamphetamines	MET-Methamphetamines	
BAR- Barbiturate	BAR- Barbiturate	BAR- Barbiturate	
BZO-Benzodiazepine	BZO-Benzodiazepine	BZO-Benzodiazepine	
BUP-Buprenorphine	BUP-Buprenorphine	BUP-Buprenorphine	
OXY- Oxycodone	OXY- Oxycodone	OXY- Oxycodone	
MTD- Methadone	MTD- Methadone	MTD- Methadone	
	MDMA-Methylenedioxymethamphetamine ("ecstasy/molly")	MDMA-Methylenedioxymethamphetamine ("ecstasy/molly")	
		FYL-Fentanyl	
	MOP (Morphine)		
No PCP, MDMA, MOP or Fentanyl	No OPI or Fentanyl	No MOP	

EXHIBIT B

AFFIDAVIT OF COMPLIANCE WITH FLA. STAT. § 287.138

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

COTC2021, LLC., is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: Date:

Legislation Details (With Text)

File #:	24-190	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	4/5/2024			**In control:**	City Council
On agenda:	4/9/2024			**Final action:**	
Title:	Request to Postpone Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial to the May 14, 2024 City Council Meeting. (Planning Consultant)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	301 S Cocoa Blvd Location.pdf 301 S Cocoa Blvd FLU.pdf 301 S Cocoa Blvd Zoning.pdf Exhibit D Relevant Excerpt Comp Plan Data and Analysis 2010 (1) Exhibit E - City of Cocoa Entry Signs.pdf Exhibit F - Relevant Excerpt Cocoa Redeveopment Agency Minutes 5-2002 (1).pdf 24-0200001 Application ZMA 301 S Cocoa Blvd.pdf FLU MAP FROM 2010 EAR.pdf P&Z Legal Ad Feb 7_final.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 30, 2024
Agenda Date: April 4, 2024
Prepared By: Stephen Noto, AICP - Planning Consultant
Through: Stockton Whitten - City Manager
Requested Action:
Request to Postpone Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial to the May 14, 2024 City Council Meeting.

BACKGROUND:

The applicant, Ms. Mary D. Solik, Esq., on behalf of the property owner, Biscaya Holdings, LLC., is requesting to amend the Zoning Map designation of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial. The eleven parcel ID numbers that encompass the Subject Property, as part of the Laphams Subdivision as recorded in 1912, are as follows:

• 24-36-33-31-A-5 • 24-36-33-31-C-1 • 24-36-33-31-D-11 • 24-36-33-31-D-12 • 24-36-33-31-D-13 • 24-36-33-31-C-2 • 24-36-33-31-*-R.1 • 24-36-33-31-*-R.2 • 24-36-33-31-*-R.3 • 24-36-33-31-*-R.4 • 24-36-33-31-*-R.5

The reason for the requested change is the applicant has identified that the existing zoning district of C-P is not an applicable zoning district with the current Future Land Use (FLU) designation of MU, Mixed Use, per Figure FLU-1 of the Future Land Use Element. The applicant is planning to redevelop the property in the future but is pursuing this step prior to the formal site plan submittal. While not made part of this submittal package, based on recent discussions with the application, the desire is to develop a “retail automotive gasoline/fuel sales as an accessory use to convenience store”, which would be a special exception use subject to certain conditions in the C-N if the rezoning were approved. However, the applicant has not identified an intended use of the property in the rezoning application. A more detailed analysis of the zoning and FLU applicability issue will be provided later in this staff report.

The subject property has had the current FLU Designation of MU, Mixed Use, since 2010. The City adopted EAR Based Amendments via Ordinance 11-2010, which included the creation of the MU Policies and Map M-I-7: Future Land Use Map. That map, which is attached to this report as a reference, shows the subject property having MU FLU.

In 2022, ModWash, LLC, applied for a Zoning Map Amendment (ZMA) and Comprehensive Plan Map Amendment (CPA) for the subject property. The CPA was to amend the future land use designation from MU, to COMM, Commercial. The ZMA request to rezone the subject property was from C-P, to C-G, General Commercial. The purpose of the requests was in order to construct a 4,320 sq. ft. self-serve carwash with amenities.
F
or a variety of factors, staff at that time recommended denial of both requests, and the project did not move forward past the May 4, 2022 Planning & Zoning Board Meeting. Some of the facts of that case are similar in this scenario, and may also be touched upon in this staff report.

Future Land Use Designation: Current: MU, Mixed Use

Zoning District: Current: C-P, Commercial Parkway

Proposed: C-N, Neighborhood Commercial

Existing Land Use: Commercial Related Amenities, Vacant Commercial Land

Council District: District 1 - Councilmember Goins

Legal Ad Date: January 23, 2024

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses

North	MU, Mixed Use	PUD, Planned Unit Development; C-N, Neighborhood Commercial	Used Automobile Sales
South	COMM, Commercial	RU-1-7, Single-Family Residential District	Garage/Auto-Body/Auto Paint Shop
East	MU, Mixed Use; COMM, Commercial	RU-2-15, Multiple Family Dwelling	Commercial Related Amenities/Dealership Sales/Service Center/Vacant Commercial Land/Parking Lot Commercial
West	MU, Mixed Use	RU-1-7, Single-Family Residential District	FEC Railroad/Recreation Hall/Vacant Commercial Land/State Owned Land-Vacant

I. Rezoning Analysis

The Planning & Zoning Division staff have addressed the criteria contained in Appendix A of the City of Cocoa, Article XXI, Section 1(G) as follows:

a. *The proposed change is contrary to the established land use pattern.*

Staff Finding: The City's FLU Map provides for a Mixed-Use (MU) FLU Corridor on the south side of SR520/King St. that extends from S. Fiske Blvd. east to Cocoa Village/Riveredge Blvd. This area falls within parts of both the Diamond Square CRA and the Cocoa CRA. As shown on the Cocoa CRA map, the MU FLU extends north at the intersection of SR520/King St. and US 1. There are a number of zoning and FLU applicability conflicts within this corridor, as many parcels have C-G and C-P zoning, which are not applicable with the MU FLU, as noted in Figure FLU-1 in the Future Land Use Element of the Comprehensive Plan.

As a result of these consistency and applicability issues, the City is embarking on a Visioning Study to best determine how to manage and direct the needed zoning changes along the corridor, while also meeting the intent of the MU FLU designation, which is copied for convenience below:

> "Per Policy 1.1.2.6: Mixed-Use (MU). The Mixed-Use land use category is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors (such as SR 520 and US 1). The mixed-use could be developed as single uses on separate parcels or as a mixture of uses

within a single development. Based on current land use trends, the City estimates that the mix of uses in the mixed-use category will be 50 percent residential and 50 percent non-residential. The Floor Area Ratio (FAR) measure shall not be applied to residential developments, or the residential portion of a mixed-use building or development. The following criteria shall be used for determining appropriate locations for mixed-use land use areas.

A. Areas within a quarter mile walking distances of public transit stations, transitional areas between high and low intensity uses, and areas adjacent to major corridors within the City are appropriate for Mixed-Use category.
B. The land development regulations implementing this category shall encourage a compact and walkable environment to reduce vehicle miles of travel and encourage use of public transit.
C. Development within mixed-use shall be encouraged to follow Transit Oriented Design (TOD) principles.
D. Unified architectural and streetscape themes are encouraged for all developments within the Mixed-Use category.
E. Mixed use buildings within a single development will be highly encouraged in this category.
F. For a mixed-use building, only retail sales, offices and services and restaurants are permitted on the ground floor.
G. If residential housing units are developed as part of a vertical mixed-use project a bonus of up to 5 units per acre may be achieved.
H. For the purposes of analyzing public facilities impacts of proposed Future Land Use Map amendments, a mix of 50% residential and 50% non-residential land area split shall be utilized."

As part of the Visioning Study, it is possible that different performance standards may be implemented within the corridor to protect neighboring uses from more intense commercial uses, such as enhanced landscape or setback standards, architectural standards, or lot design standards. Given the vision of the MU FLU designation, it is clear that a different type of development environment is desired in the area that incorporates Transit Oriented Design principles, unified architectural and streetscape themes, and encourages vertical mixed-use development, which may also impact the allowed zoning districts in the MU FLU designation and the permitted and special exception uses within those applicable zoning districts.

The City recently released RFP # P-24-04 COC, Professional Services for New Community Redevelopment Plan Update. This RFP was issued by the Cocoa Community Redevelopment Agency (CRA), the Diamond Square Community Redevelopment Agency, and the City, in order to review and update both the CRA Plan for the Cocoa CRA and the Diamond Square CRA. Of note from this update is that not only is the subject property located within the Cocoa CRA, but it is also directly adjacent to the Diamond Square CRA. Additionally, one of the Visioning and Revitalization Efforts required of the RFP includes both CRA Districts with a "particular focus on the SR 520 and US 1 corridors".

In the Data and Analysis of the City's Comprehensive Plan from 2010, as prepared by Land Design Innovations, a number statements were made, which were subsequently adopted by the City, related to mixed use development, the need for high quality redevelopment, and the City's vital corridors. The following excerpts from said document are provided for context when considering the intent of the MU FLU designation and the surrounding land use patterns of the subject property:

1. The intent of the category is to *encourage the development of compact mixed-use centers and avoid a strip commercial development pattern*. This category is not intended to require a mix of uses for each site, but rather to achieve an area-wide mix of uses.

Staff Note: The intent of the MU designation may not be fully realized through the existing land use pattern, given that the zoning districts that are currently compatible with it, per the Comprehensive Plan, allows for use types that generally are part of strip commercial development. This is one of several reasons why the City is taking on additional Visioning reviews, and why this specific request and application is not timely.

2. The Mixed-Use land use is applicable to areas generally along SR 520 (King Street) and US 1. The FLUM shows 120 acres of Mixed-Use. The City anticipates that by 2020, the mix of uses in the Mixed-Use land use category will be about 50% nonresidential and 50% residential.

3. Weaknesses identified in 2004 Analysis of Economic Development Environment in the City by the University of Florida:
    a. Too many greyfields, brownfield areas and distressed commercial corridors in the City. The U.S. 1 corridor has many vacant strip malls, which are considered unsightly and a deterrent for businesses.
    b. Need for continued and stricter aesthetics and design standards for the corridors. The buildings on the commercial corridors lack quality architecture design and landscaping and streetscape features.
    c. Lack of quality affordable housing and diversity of housing choices for middle and | upper income home buyers.
    d. Negative self-image and lack of an articulated and shared community vision of the City.

Staff Note: As seen in 3b, 3c, and 3d, above, there remains a need for the City to incorporate aesthetic and design standards for its vital corridors. While the City has taken significant efforts to assist with this effort, such as the gateway corridor signage that was installed at the intersection of SR 520 and US1, more work is required for the City to realize its ultimate goals and objectives. Without this work, the proposed rezoning would not be consistent with the established land use pattern as envisioned by the City's Comprehensive Plan.

4. SR 524, US 1, SR 501, and SR 520 are the major commercial corridors of the City. They consist primarily of auto-oriented strip shopping centers that lack adequate pedestrian and bicycle access. The developments along these corridors also lack quality architectural design and adequate landscaping and are generally poorly maintained.
5. The City adopted a Vision Plan in June 1996 to guide the future development of the City. The plan included the analysis of the physical, social and economic conditions of the City. The plan identified two primary challenges facing the City - improving the general image of the City and diversification and strengthening of the City's economic base. The Vision Plan included economic, land use, urban design, infrastructure and governmental and administrative strategies for future development, including a conceptual long range master land use plan and an action plan to implement the vision.
6. Both the 1996 vision plan and the 2006 workshop identified similar issues including lack of identity, economic development and affordable housing. The City has consistently taken efforts to address and overcome these issues by implementing the goals and objectives of the vision plan and will continue these efforts.
7. SR 520, U.S. 1, SR 524, Dixon Boulevard and Fiske Boulevard (SR 519) are the major commercial corridors in Cocoa. These major corridors should be developed as mix-used corridors.

Staff Note: This observations of 4-7 further emphasizes the great need for thoughtful design standards to be applied to the corridor.

The above information provides context to the historical policy direction of the City, and how additional work is needed to ensure that these policies are seen through. The existing land use pattern of the area can be generally described as strip commercial that has either gone through multiple generations of re-use or been redevelopment in a manner that is not realizing the full desire of the mixed-use policies or desires of the City that have been consistent for close to thirty years. It would be of great benefit to the City that this vital corridor, which impacts both the Diamond Square and Cocoa CRA's, as well as the Cocoa Village, be development in a manner that meets the full intent and requirements of the code.
As mentioned above, there is one structure of significance north of this site in the Florida Department of Transportation (FDOT) right-of-way (ROW). The structure is one of the four "Cocoa" signs as depicted in Exhibit E. The four corners of the major arterial intersection are the western historical entrance to Cocoa Village and the Cocoa Community Redevelopment Agency (CRA). The work to make the intersection prominent began in May of 2002 when the Cocoa Redevelopment Agency voted to start the process to vacate Stone Street and to acquire the needed properties for the sign. See Exhibit F. Cocoa Redevelopment Agency minutes show the desire to redevelop the land at this

intersection since 2002. It is important that this prominent corner, announcing the entrance to downtown Cocoa, be developed consistently with the City's expressed long -term land use goals and vision for the corridor, which is a mixed-use center.

As such, the permitted uses in the C-N should be analyzed in light of mixed-use center policies of the City Council and the existence of the "Cocoa" sign directly in front of the subject property, making it one of the most prominent gateways of the City. The C-N district would allow:

(1) Retail stores, sales and display rooms (except automotive) and similar uses, including places such as bakeries in which goods are produced and sold at retail upon the premises.
(2) Personal service establishments such as beauty and barbershops, laundry and dry cleaning pickup stations, tailor shops and similar uses.
(3) Professional offices, studios, clinics, laboratories, general offices and similar uses.
(4) Restaurants, subject to the following:
a. Outdoor entertainment shall be prohibited;
b. The restaurant shall be required to close no later than 10:00 PM on Sunday through Thursday and no later than 12:00 AM on Friday and Saturday; and
c. Walls and/or opaque vegetative screening buffers shall be required between the restaurant and adjacent properties with residential zoning designations.
(5) Multiple-family and single-family residences as regulated in section 5, RU-2-15 District.
(6) Financial institutions.
(7) Pharmacy, medical marijuana treatment center dispensing facilities, apothecary and optical services. Medical marijuana treatment center dispensing facilities shall not be located within five hundred (500) feet of the real property that comprises a public or private elementary, middle or secondary school, unless the city council approves the location at a public hearing and determines that the location promotes the public health, safety, and general welfare of the community, or as otherwise provided in F.S. Ch. 381, as may hereafter be amended.
(8) Child care centers, day nurseries of kindergartens.
(9) Package store, beer and wine.

In addition, special exception uses that would be permitted include bars and lounges, with or without a package store; package stores; and retail automotive gasoline/fuel sales as an accessory use to convenience stores, with certain conditions.

Many of these uses may not be desirable at the most prominent gateway to the City nor consistent with the mixed-use vision, including pharmacies and medical marijuana treatment center facilities, package stores, and bars and lounges.

b. *The proposed change would create an isolated district unrelated to adjacent and nearby districts.*

Staff Finding: As seen on the City's zoning map, the corridor in general is a mix of C-G, C-P, and C-C zoning. The closest parcels with C-N zoning are at the intersections of Blake Ave. and Bernard St., the western terminus of Whaley St. (Emma Jewel Charter Academy), and a parcel at the termini of Bernard St./Thomas Ln./Pineapple Ave. that is owned by the City. None of those parcels have the MU FLU designation, however. Other C-N parcels are generally located on Peachtree St. between Pineda St. and Prospect Ave., as well as a portion of the northeast side of the City along SR 524, 501, Dixon Blvd. and US 1. The locations, however,

have FLU designations of Neighborhood Commercial (NCOMM) or Commercial (COMM). None of the properties with a current C-N zoning district have frontage along SR 520 or are located in the SR 520 corridor. The closest C-N zoned property is located 0.35 miles away, which would result in an isolated zoning district were the subject property be rezoned as C-N.

Additionally, the locations of said existing parcels with C-N zoning better meet the intent of the C-N district as defined in Section 11: "The provisions of this district are intended to apply to an area adjacent to major arterial streets and convenient to major residential areas. The types of uses permitted are intended to serve the consumer needs of nearby residential neighborhoods as well as the commercial needs of the motorist. Lot sizes and other restrictions are intended to reduce conflicts with adjacent residential uses to minimize the interruption of traffic along thoroughfares."

Access to nearby neighborhoods is very complex in this area. Due to the vacation of Stone St., and subsequent lack of pedestrian connectivity to the Diamond Square neighborhood to the west, accessibility to the site is limited to mainly vehicular use. While there are multiple curb-cuts and access points from SR 520/King St. and the prior Stone St. right-of-way (ROW) curb cut on U.S. 1 east of the railroad tracks, it is very unclear how the intent of both the MU FLU designation and C-N zoning will be met. In fact, for all of the aforementioned existing properties with C-N zoning, they each are located directly adjacent to property that is zoned for residential purposes, such as RE (Residential Estate), RU-1-7 (Single Family Residential), RU-2-15 (Multiple Family Dwelling District). These locations are consistent with the intent of the C-N district to be located "convenient to major residential areas."
In this case, the proposed C-N rezoning would not be located conveniently to a major residential area as it is separated from the Diamond Square residential community by the railroad tracks as well as both C-W and C-G zoned property lining the railroad tracks on the western side.

Based on an analysis of both the zoning and FLU maps, there does not appear to be one parcel within the City that has the MU FLU and the C-N zoning designation. As part of the applicant's petition, they noted that adjacent and nearby properties all have commercial zoning (none neighborhood commercial). While there is a mixture of commercial zoning districts in the area, the application did not provide the additional detail that the C-G and C-W parcels to the west, on the southside of SR520/King St., and the C-P parcels in the immediate area, are not applicable with the MU FLU designation as shown in Figure FLU-1 of the Future Land Use Element. As previously noted, the City has identified these inconsistencies and has begun a Visioning study to determine the most appropriate manner to encourage consistency between the zoning categories and the Comprehensive Plan, as well as two CRA studies to best determine the appropriate redevelopment strategies of the SR 520 and US 1 corridor.

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 proposed change has the potential to alter the population density pattern. While the application has stated that no residential development is proposed, the application also did not provide a conceptual plan to detail what the proposed development is. As such, the proposed zoning district of C-N, Neighborhood Commercial, does allow, by right, multiple-family and single-family residences, as regulated in Section 5, RU-2-15 District. The RU-2-15 district allows a maximum of 15 dwelling units per acre, which could yield a maximum of 21

dwelling units on the Subject Property. As previously noted, impacts to the streets and access are also unknown due to the existing curb cuts on SR 520/King St., US 1, and Stone St. Without a full analysis, the impact to public facilities is unknown.

d. *Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*

Staff Finding: The existing boundaries are not illogically drawn in relation to existing conditions on the property. The property is currently vacant. While rezoning it to C-N would resolve the applicability and consistency with the MU FLU, as previously noted, there are no other C-N properties in the area, and would therefore create an isolated district that is illogically drawn. The existing C-P zoning district is consistently found on the four corners of the U.S.1 and SR 520 intersection and south of the subject property.

By contrast, were the property to be rezoned to C-N, the intent of the district would not be met based on the location and conditions of the existing property due to its lack of convenience to adjacent neighborhoods.

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 existing FLUM designation of the subject property is MU. The proposed rezoning would be consistent with Figure FLU-1 of the Future Land Use Element as C-N is identified as an applicable zoning district within the MU designation.

The MU district is detailed as follows:

> Policy 1.1.2.6: Mixed-Use (MU). The Mixed-Use land use category is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors (such as SR 520 and US 1). The mixed-use could be developed as single uses on separate parcels or as a mixture of uses within a single development. Based on current land use trends, the City estimates that the mix of uses in the mixed-use category will be 50 percent residential and 50 percent non-residential. The Floor Area Ratio (FAR) measure shall not be applied to residential developments, or the residential portion of a mixed-use building or development. The following criteria shall be used for determining appropriate locations for mixed-use land use areas.
>
> A. Areas within a quarter mile walking distances of public transit stations, transitional areas between high and low intensity uses, and areas adjacent to major corridors within the City are appropriate for Mixed-Use category.
> B. The land development regulations

implementing this category shall encourage a compact and walkable environment to reduce vehicle miles of travel and encourage use of public transit.

C. Development within mixed-use shall be encouraged to follow Transit Oriented Design (TOD) principles.

D. Unified architectural and streetscape themes are encouraged for all developments within the Mixed-Use category.

E. Mixed use buildings within a single development will be highly encouraged in this category.

F. For a mixed-use building, only retail sales, offices and services and restaurants are permitted on the ground floor.

G. If residential housing units are developed as part of a vertical mixed-use project a bonus of up to 5 units per acre may be achieved.

H. For the purposes of analyzing public facilities impacts of proposed Future Land Use Map amendments, a mix of 50% residential and 50% non-residential land area split shall be utilized.

The application that was provided noted that the proposed uses on the property are “Commercial uses consistent with C-N zoning”. The applicant has had at least two pre-application meetings with the City in order to redevelop the property with what the Code defines as “Retail automotive gasoline/fuel sales as an accessory use to convenience stores”. That said use is a Special Exception within the C-N zoning district. In the event the applicant does pursue such a use, they will be required to meet the five (5) conditions for Retail automotive gasoline/fuel sales as an accessory use to convenience stores as detailed in Section 11(C)(10), and Article XVII, Section 2.

In addition, as mentioned earlier, the City is undertaking multiple studies to determine the best path forward to bring parcels that are not consistent with the Comprehensive Plan in to compliance, as well as how to manage the existing CRA’s. This may include further modifications to the Land Development Code having to do with design, uses, and other bulk regulations as detailed above in subsection (a).

f. *Changed or changing conditions make the passage of the proposed amendment necessary.*

Staff Finding: The existing zoning district is not compatible with the FLU designation of the subject property. As a matter of consistency and compatibility, a property should have a zoning district that is compatible with the FLU designation. However, the corridor has not seen significant change that would make the proposed amendment necessary. The MU FLU was established in 2010 in an effort to promote mixed-use developments. As previously noted in the report, this specific intersection is seen as having high importance to the Diamond Square CRA, Cocoa CRA, SR 520/US1 intersection, and the Cocoa Village. A more appropriate zoning strategy should be undertaken to support redevelopment on the subject property, that

is consistent with the vision and possible changing conditions in the corridor.

g. *The proposed change will adversely influence living conditions in the neighborhood.*

Staff Finding: The Subject Property was previously developed with commercial uses with curb -cuts on SR520/King St. and US1. The impact to the surrounding neighborhoods is unknown as a final use is unknown. The applicant or eventual developer of the subject property will be required to meet or exceed the requirements of the Land Development Code and Comprehensive Plan.

h. *The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*

Staff Finding: The proposed change may impact traffic congestion and flow, however the full impacts will not be fully reviewed until site planning when a traffic study is reviewed. It is anticipated that the number of curb cuts will be modified to better limit access.

i. *The proposed change will create a drainage problem.*

Staff Finding: No drainage problems are anticipated as a result of the rezoning. Any new construction would be required to comply with all applicable regulations and permitting requirements.

j. *The proposed change will seriously reduce light and air to adjacent areas.*

Staff Finding: Any new construction is required to meet the requirements of the City Code to ensure light and air to adjacent areas are not reduced. It is not anticipated that this project will bring such negative impact.

k. *The proposed change will adversely affect property values in the adjacent areas.*

Staff Finding: It is not anticipated that property values would be affected by the proposed rezoning. Uses that are similar in nature generally have a positive value impact upon each other.

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. Development of the property will be self-contained, which will result in little to no impact on the improvement or development of other properties but result in an overall negative impact to the MU FLU vision.

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 owner of the subject property as contrasted with the public welfare.

n. *There are substantial reasons why the property cannot be used in accord with existing zoning.*

Staff Finding: The existing C-P zoning is not compliant with the existing FLU designation of MU, Mixed Use. A zoning change is required to redevelop the property. However, as noted previously, greater coordination is needed between the applicant and the City to maximize the existing growth policies, existing vision, and visioning scopes that will impact the development potential of the property.

o. *Whether the change suggested is out of scale with the needs of the neighborhood of the city.*

Staff Finding: The proposed rezoning creates a situation whereby the zoning category that is requested would be the only property with the requested category of C-N. The impacts of such a change is unknown and as a result, the City is beginning a visioning exercise of the corridor to better understand how to bring the zoning and FLU designations in to compliance. That action will be provide better direction and understanding of what the needs of the neighborhood and City are.

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 applicant has stated on the application that without the change, the property owners are deprived of any use of their property.
As explained above, the City is embarking on a Visioning Process to ensure that an appropriate zoning designation with design standards and regulations consistent with the MU FLU will be applied as soon as possible. The application further details that the proposed use is “Commercial uses consistent with C-N zoning”. As previously noted, the applicant has had multiple pre-app meetings outlining their intent to construct a “Retail automotive gasoline/fuel sales as an accessory use to convenience stores”. There are many other sites where such a use could occur, though the applicant does not own those parcels.

Consistency with Comprehensive Plan Policies and Objectives

The proposed C-N zoning is applicable with the MU FLU designation per Figure FLU-1 in the Comprehensive Plan. However, there are concerns with some of the uses of C-N and their consistency with MU Policy 1.1.2.6.

As has been noted in the staff report, the City is undertaking significant visioning studies to manage the zoning and future land use consistency issues along the SR520 and US 1 corridor. Such efforts are supported by the Comprehensive Plan via the following policies:

- FLU Element, Objective 1.1.10: 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 1.1.10.7: Existing land uses which are incompatible or inconsistent with the City's Future Land Use Map will continue to be identified and addressed.

- Policy 1.1.10.8: Within three years after the adoption of the comprehensive plan update, the

City shall have eliminated all inconsistencies between the Official Zoning Map and the Future Land Use Map.

- Policy 1.1.10.9: The City shall consider conducting a survey to identity the incompatible uses in the CRAs and major commercial corridors.

- Policy 1.1.10.10: The City shall review the non-conforming section of the land development code to ensure its effectiveness.

- Policy 1.1.10.11: Land development regulations must be made consistent with updates to the comprehensive plan within one year of the plan amendment submittal, as required by F.S.

It is noted that time has passed since certain comprehensive plan policies have been adopted, which is why the City is aggressively moving forward to rectify zoning and FLU inconsistencies.

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, the applicant/developer 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 is identified, necessary and appropriate mitigation will be required to be addressed prior to construction. However, because the maximum density remains unchanged, no further impact to public facilities is anticipated.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

On February 7, 2024 the Planning and Zoning Board recommended denial to City Council.

RECOMMENDED MOTION:

Request to Postpone Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of eleven parcels totaling 1.39 acres, with

the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial to the May 14, 2024 City Council Meeting.



N

COCOA
FLORIDA

301 S Cocoa Blvd Location

January 11, 2024

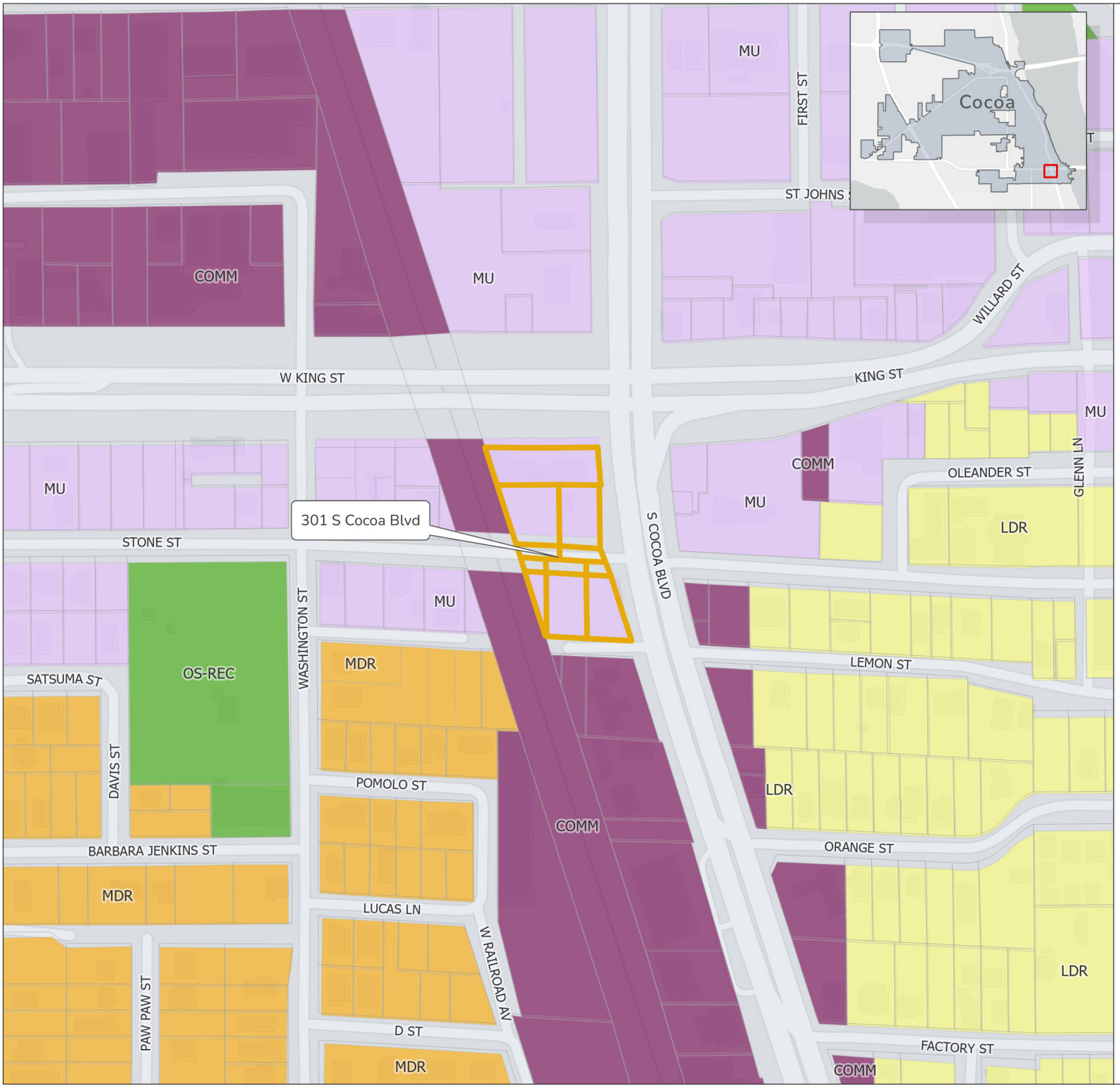
Subject Parcels

Parcels

Cocoa City Boundary

0 200 400 Feet

P20240108-103001.0.1



301 S Cocoa Blvd Future Land Use

January 11, 2024

Subject Parcels

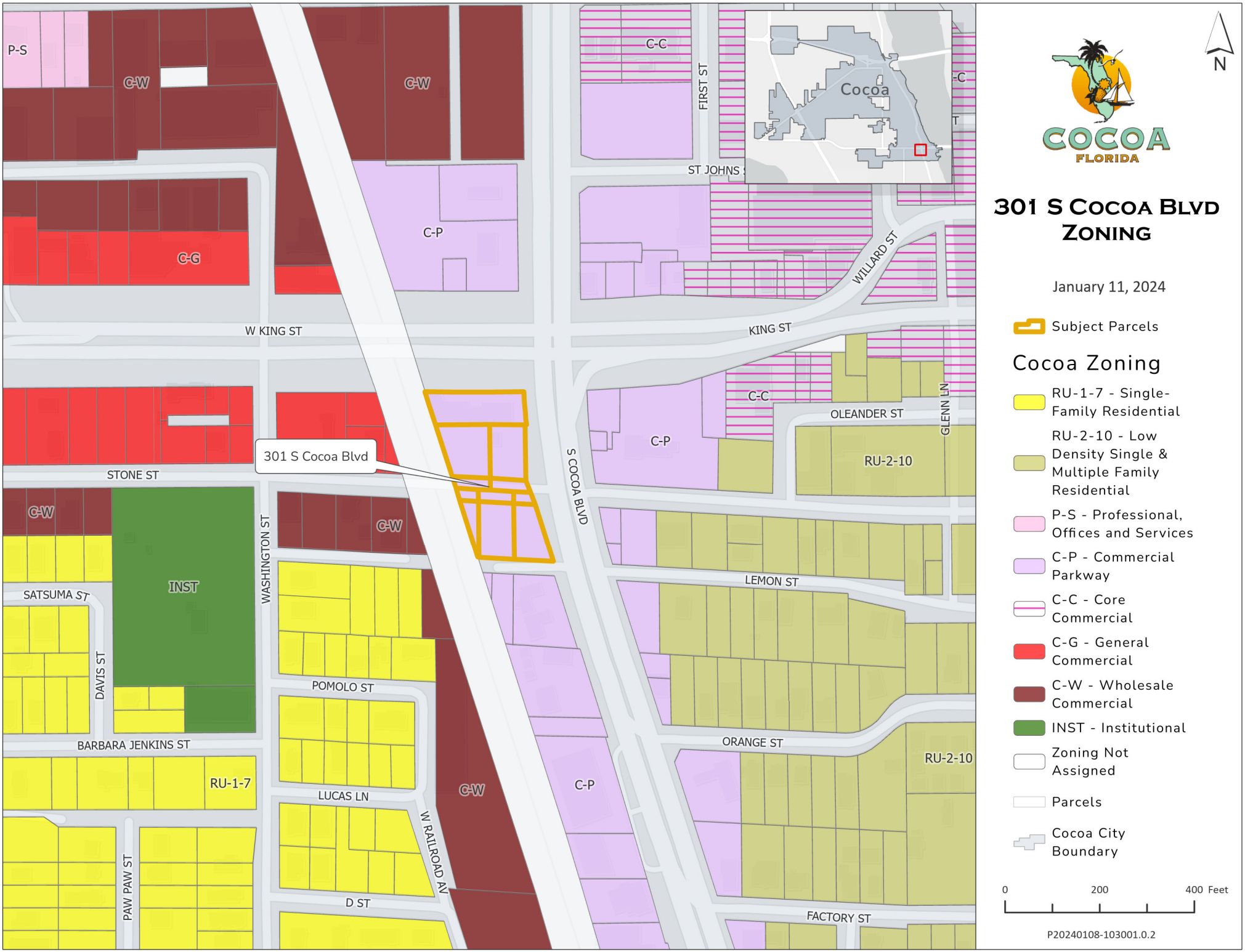
Future Land Use

- Low Density Residential
- Medium Density Residential
- Commercial
- Mixed Use
- Recreation/Open Space
- Parcels
- Cocoa City Boundary

N

0 200 400 Feet

P20240108-103001.0.3



COCOA
FLORIDA

N

301 S Cocoa Blvd Zoning

January 11, 2024

Subject Parcels

Cocoa Zoning

- RU-1-7 - Single-Family Residential
- RU-2-10 - Low Density Single & Multiple Family Residential
- P-S - Professional, Offices and Services
- C-P - Commercial Parkway
- C-C - Core Commercial
- C-G - General Commercial
- C-W - Wholesale Commercial
- INST - Institutional
- Zoning Not Assigned
- Parcels
- Cocoa City Boundary

0 200 400 Feet

P20240108-103001.0.2

CITY OF COCOA
COMPREHENSIVE PLAN

DATA & ANALYSIS

October 2010

Prepared By:

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Community Development Department
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By adding the approved units (2,750 units) and the potential units (3,453 units), the City has a total development potential of 6,203 new residential units. By 2020, the City would have 14,735 dwelling units, which is calculated by adding the potential new units (6,203) to the existing units (8,532). Comparing the need (15,027) with the holding capacity (14,735), the City will have a deficit of 292 residential units.

Residential development will be accommodated based on the following ranges of density (see mixed-use category below for additional areas allowing residential uses):

- Very Low Density Residential – Up to 4 units per acre
- Low Density Residential – Up to 7 dwelling units per acre
- Medium Density Residential – Up to 15 dwelling units per acre
- High Density Residential – Up to 25 dwelling units per acre

c. Future Commercial Land Use

The commercial category will primarily consist of commercial and office uses. Projections of future commercial land were based on current ratio of land use to population. Based on the 2009 population of 16,825, the ratio is currently 30 commercial acres per 1,000 residents. This ratio includes the commercial development included within mixed-use areas. Applying the 2009 ratio to the 2020 population projection, the City would need a total of 906 commercial acres.

Economic development is one of the big focuses of the City. In order to encourage economic activities, the City needs to increase the current land use allocation percentage for the commercial activities. The FLUM designates 1,150 acres of commercial land use. The acreage is split between commercial acres (867 acres/77%) and neighborhood commercial acres (284 acres/23%).

d. Future Mixed-Use Land Use

In addition to the more traditional commercial land use category, the City is establishing a mixed-use land use category to support commercial development in a mixed-use setting with supporting residential uses. The intent of the category is to encourage the development of compact mixed-use centers and avoid a strip commercial development pattern. This category is not intended to require a mix of uses for each site, but rather to achieve an area-wide mix of uses.

The Mixed-Use land use is applicable to areas generally along SR 520 (King Street) and US 1. The FLUM shows 120 acres of Mixed-Use. The City anticipates that by 2020, the mix of uses in the Mixed-Use land use category will be about 50% non-residential and 50% residential.

e. Future Regional Activity Center

The Regional Activity Center (RAC) land use category allows compact, high intensity and mixed-use developments on parcels with land area of 50 acres or more. The amount of RAC acreage required to meet future growth is shown in **Table I-4**. Currently, there are approximately 270 acres of land designated RAC on the FLUM. The RAC areas are located at the intersection of I-95 and SR524, known as Brevard

Crossings Regional Activity Center. The RAC acreage is not expected to grow through the planning horizon.

f. Future Industrial Land Use

Industrial land use projections were calculated using the same basic methodology as described above for commercial lands. The amount of industrial acreage required to meet future growth is shown in **Table I-4**. Currently, there are approximately 675 acres of developed industrial lands within the City of Cocoa, or 40 acres for every 1,000 residents. Based on the projected population for 2020, there would be a need for 1,230 acres of industrial land use, using the 2009 ratio. The 2020 FLUM provides 1,245 acres for industrial uses, allowing a 15-acre surplus.

Industrial uses tend to benefit an economy more than other uses such as residential and institutional. To enable desirable future economic development outcomes, the City needs to increase the current land use allocation percentage for the industrial activities. Based upon the current work force and community needs, it is projected that the demand for industrial uses will increase. Therefore, the City may need additional industrial land acreage to meet the future demand.

g. Future Institutional Land Use

Currently, the City of Cocoa has a low percentage of institutional land use as a percentage of overall land use The institutional uses owned by non-profit and public organizations do not contribute to ad-valorem taxes; therefore, a smaller percentage of these uses is not a negative indicator for the City. However, the City needs land in this category to accommodate those institutional uses that are generators of public activities (such as civic centers, museum and arena) to offset lost ad-valorem taxes from other institutional uses that do not pay ad-valorem taxes. Based upon an analysis of existing and future needs, the City anticipates the need to acquire additional land to accommodate its public facility and service functions as the population increases. **Table I-4** indicates an increase in demand for institutional acres (1,140 acres by 2020 over the 626 acres in 2009). The increase is based upon an average of 37 acres per 1,000 residents. The 2020 FLUM shows a total of 249 acres of institutional land use, which indicates a deficit of 891 acres. Therefore, the City needs additional institutional land acreage to meet the projected future demand.

h. Future Recreation/Open Space Land Use

Currently, the City of Cocoa has 156.66 acres of recreation and open space lands within the City, 71 acres of which are designated Recreation and Open Space on the Future Land Use Map. This translates into an actual level of service of 6.91 acres/1,000 population. With a projected total population of 30,656 persons by 2020, the City will have an excess of 118.34 acres of recreation and open space land to meet the future demand. Therefore, it is not anticipated that the City will require additional lands for the Recreation and Open Space future land use category over the 10 year planning horizon.

i. Future Conservation Land Use

This land use category includes those lands that contain valuable and threatened natural resources such as floodplains, estuarine properties and unique ecological communities. Several areas in the central portion of the City and along US 1 have already been designated as conservation, but there may be other noteworthy areas identified in the future which may be considered for conservation designation on the Future Land Use Map. Additional conservation lands can also be anticipated with annexations of natural resources.

4. Need for Redevelopment

The City of Cocoa contains limited areas of blight characterized by aging buildings, inadequate and obsolete infrastructure and lack of employment opportunities. Under Florida law (Chapter 163, Part III, F.S.), local governments are permitted to designate areas as Community Redevelopment Areas where deterioration is severe or widespread. The City of Cocoa has established three community redevelopment areas (CRAs), including the Cocoa (Downtown) CRA, the U.S. 1 Corridor CRA and the Diamond Square CRA, encompassing a total 1,403 acres. **Map I-8** shows the location of the City's redevelopment areas.

The Cocoa (Downtown) CRA was established in 1998 and encompasses approximately 280 acres, with its boundaries extending north to Mitchell Street, south to the City limits, west to the railroad tracks and east to the Indian River Lagoon. The Cocoa Community Redevelopment Agency sponsors a Commercial Façade Improvement Program to benefit property owners in the Cocoa (Downtown) CRA. Matching grants of up to $10,000 are available per commercial parcel to qualified owners. Cocoa Village, located in the Cocoa downtown CRA, is the best example of the City's successful redevelopment efforts.

The U.S. 1 Corridor CRA was established in 1998 and encompasses approximately 805 acres, with its boundaries extending north to Clearlake Road, south to School Street, west to the Fiske Boulevard and east to U.S. 1. The U.S. 1 Corridor Redevelopment Agency also sponsors a Commercial Façade Improvement Program. Matching grants of up to $10,000 are available per commercial parcel to qualified owners.

The Diamond Square CRA, created in 1998, is located on the southern border of the City and is approximately 318 acres in size. The Diamond Square CRA encompasses the area bordered by Oleander Road on the west, School Street on the north, railroad tracks on the east and Poinsetta Drive on the south. The Diamond Square Redevelopment agency sponsors façade improvement programs that offer a matching grant of up to $2,500 per residential parcel and $10,000 per commercial parcel to qualified owners. The agency provides funding at a maximum of $2,000 per program to programs whose services are located within the Diamond Square CRA and whose program goals match one or more of the goals of the agency. The agency also offers a first time homebuyers program and a drainage improvement program.

In addition to the creation of the community redevelopment areas, the City has focused other targeted efforts on economic development in the City. Economic Development is discussed in **Section E** of this element.

5. Proposed Development and Redevelopment of Flood Prone Areas

Floodplain areas, as defined by the Federal Emergency Management Agency, include the 100-year floodplain (Zone AE) and the velocity zone (Zone VE). Flood-prone areas in Cocoa are depicted in **Map XII-2** in the Conservation Element. Much of the development within flood-prone areas occurred before the adoption of state and local regulations in the early 1980's.

Implementation of the comprehensive plan goals, objectives and policies and enforcement of the land development regulations will direct new growth away from areas particularly susceptible to flooding from severe storms or hurricanes and will ensure that all redevelopment activities will be consistent with regulations that result in their safe construction.

6. Dredge Disposal

As noted in the inventory section, there are currently no dredge spoil sites within the City.

7. Hazard Mitigation

The Brevard Local Mitigation Strategy is the guiding plan for local governments in the County's coastal planning area. The City has not prepared a Post-Disaster Redevelopment Plan, nor has Brevard County.

The City of Cocoa's coastal planning area includes the parts of the City that are adjacent to the littoral area along the Indian River Lagoon. The entire coastal planning area within the City of Cocoa is predominantly developed. There are a number of water-dependent uses, including recreation sites, boat ramps and marinas. None of the water-dependent land uses can be relocated. In addition to these water-dependent uses, there are a number of single family residential uses and water-related uses in the coastal high hazard area. Water-related uses include numerous commercial enterprises, such as boating and other marine related facilities. There are also several publicly owned parks along the Indian River Lagoon. The City does not currently anticipate the need to relocate, modify, or acquire any of these uses which it does not already own. However, in the wake of a storm event, City personnel will make inspections of all damaged structures. When the City has determined that a structure has suffered damage of greater than fifty percent (50%) of its value, the City will require that the owner rebuild landward of the existing structure or modify the structure in such a way that additional damage is unlikely. In some instances, the City may consider acquiring damaged structures and their lots in order to expand park areas or prevent build-back in areas of extensive erosion.

The City is mostly built out within the coastal planning area with the exceptions of one or two sites on the Indian River Lagoon. The vacant areas consist primarily of low density residential properties with some scatted commercial properties within the downtown. Commercial and residential land uses within this area are expected to continue as the predominant activities. The City of Cocoa land development code addresses lot coverage, setbacks from wetlands and water bodies, and protection of native vegetation by new development and redevelopment projects. Therefore, no special consideration for proposed land uses is necessary over and above those required to deal with the existing land uses addressed above. However, if older neighborhoods or communities are scheduled to be

revitalized or redeveloped, hazard mitigation should be an aspect considered and integrated into the project prior to the time of development approval.

D. GREEN HOUSE GAS REDUCTION AND ENERGY CONSERVATION

Greenhouse gases (GHGs) are the gases in the atmosphere that trap heat. Carbon dioxide, methane, nitrous oxide, ozone and fluorinated gases are some of the most abundant GHGs in the atmosphere. Some of the GHGs, such as carbon dioxide, occur naturally in the atmosphere through natural processes and human activities. Other greenhouse gases (e.g., fluorinated gases) are created and emitted solely through human activities. The greenhouse gases that enter the atmosphere because of the human activities are listed below.

- Carbon Dioxide - Burning of fossil fuels (oil, natural gas, and coal), solid waste, trees and wood products, and also as a result of other chemical reactions (e.g., manufacture of cement).
- Methane – Production and transport of coal, natural gas, and oil. Methane emissions also result from livestock and other agricultural practices and by the decay of organic waste in municipal solid waste landfills.
- Nitrous Oxide – Agricultural and industrial activities, as well as during combustion of fossil fuels and solid waste.
- Fluorinated Gases (also known as High Global Warming Potential Gases) – Variety of Industrial processes.

While greenhouse gases play a vital role in maintaining the necessary conditions for life on Earth, the rapidly increasing concentrations of these gases are causing a rise in global temperature – Global Warming. It is now apparent that the increasing atmospheric concentration of GHGs resulting from human activities is changing the climate in ways that pose serious risks to citizen's health, economy, and environment. The Florida Legislature enacted House Bill 697 in its 2008 session. HB 697 amended Chapter 163, F.S. to address green house gas reduction and energy conservation through comprehensive plans. Chapter 163.31776(a), F.S., requires that the Future Land Use Element include greenhouse gas reduction strategies and energy efficient land use patterns, accounting for existing and future energy electric power generation and transmission systems.

The land use pattern plays a significant role in reducing vehicle miles travelled (VMT) and thus in reducing energy consumption and its associated GHGs emission. VMT can be reduced by promoting strategies such as compact development, high density development arranged to encourage pedestrians, bicycle and transit use, transit oriented development and mixed-use development. The preservation of historic buildings and their adaptive reuse result in energy conservation. These buildings are typically closer to population centers and adaptive reuse generally involves lower impacts on natural resources than new construction. The use of "green" building standards, as opposed to conventional codes, results in energy conservation. In addition, protecting and enhancing green spaces provides natural carbon sinks in soils, vegetation and streambeds to mitigate carbon emissions.

Implementation of the City of Cocoa's comprehensive plan goals, objectives and policies and enforcement of the land development regulations will reduce urban sprawl and VMT, encourage more mixed-use development in specific areas in the City, preserve green space and promote education of citizens in energy conservation measure and practices.

E. ECONOMIC DEVELOPMENT

Economic development must be considered as part of the City's long term plans in concert with planning for land use, transportation facilities and other services in order to coordinate the targeted location and support for business and industry. For the City of Cocoa, economic development is defined as a strategic program to:

- Increase the standard of living and quality of life for City residents.
- Stimulate job growth and provide higher-income jobs for residents.
- Diversify the local economy to provide stability during economic downturns and to provide a steady and growing tax base.

1. Current Economic Development Programs

The City's Office of Economic Development (ED) is responsible for all the economic development activities in the City. The goal of the ED Office is to strengthen and diversify the City's economy and expand the tax base, while enhancing the quality of life enjoyed by current residents, businesses and visitors. The City has taken several steps since 2000 to foster the entrepreneurial environment by encouraging new business formation, retaining and improving success of existing business and attracting businesses.

The City of Cocoa is a member of a non-profit organization known as the Economic Development Commission (EDC) of Florida's Space Coast. The EDC provides education, training and financial incentives to the businesses that are trying to expand and relocate in the Space Coast area. The City works closely with the EDC on projects planned in Cocoa.

The City offers a variety of local, state and federal programs and incentives to businesses that locate, expand and do business in Cocoa, including:

- *Florida Enterprise Zone*: Enterprise Zones encourage economic growth and investment in distressed areas by offering tax advantages and incentives to businesses locating within the zone boundaries. In 2002, the City adopted an enterprise zone boundary (see **Map I-9**) and the corresponding Enterprise Zone Strategic Plan. The City was awarded Enterprise Zone 501 (EZ 501) in 2003.
- *Small Business Assistance Program*: The City offers financial assistance to new and expanding businesses with costs associated with small-scale infrastructure project and development fees.
- *Tax Abatement Program*: This program offers a City ad valorem tax exemption for new and expanding businesses within the City. The scope of exemption is generally determined by the number of new jobs created, as well as the wages associated with the newly created jobs.
- *Foreign Trade Zone*: A Foreign Trade Zone (FTZ) is land deemed to be outside the United States customs territory for purposes of duty assessment. Companies located in a foreign trade zone are able to defer, reduce and/or eliminate import duties. When goods are withdrawn from the FTZ and entered into the commerce of the United States the appropriate duty is levied upon the goods, if applicable. The City of Cocoa Foreign Trade Zone offers significant benefits for many types of businesses that import goods. Almost 24 acres of Foreign Trade Zone # 136 lie

within the City of Cocoa, located at the TATE Industrial Park. **Map I-9** shows the boundary of Foreign Trade Zone in the City.

- *Historically Underutilized Business Zones* (HUBZones): The program provides federal contracting and sub-contracting opportunities for qualified small businesses located in designated areas. The City has two census tracts that are designated non-metropolitan HubZones by the U.S. Small Business Administration.
- *Brownfield Redevelopment Program*: In 2003, the City of Cocoa established a Brownfield Redevelopment Program, which is funded through a Brownfields Assessment Grant by the U.S. Environmental Protection Agency (EPA). The redevelopment plan offers environmental Site Assessments to determine the nature and extent of contamination, facilitates applicants' participation in the State's Program, assists with redevelopment planning, provides coordination between intergovernmental agencies and participates in promotions for brownfield sites/projects.

2. Analysis of the Economic Development Environment in Cocoa

In 2005, the City and the University of Florida conducted a comprehensive assessment of the economic development environment in the City of Cocoa. The strengths identified in the report included:

- Strategic location that provides excellent access to the regional market, yet offers the advantage of more accessibility and lower costs.
- Good primary transportation infrastructure including excellent road network that provides a location incentive to businesses seeking sites in close proximity to interstate highways for major freight transport. The City is also in close proximity to Port Canaveral, which is the second busiest cruise port in the world.
- Rich valuable history that can be seen in its Victorian homes, historic hotels and the historic Cocoa Village. The Village has year-round special events and a variety of restaurants and shops, many locally-owned and arts-based.
- Positive City government willing to annex surrounding properties and to create and implement economic development plans to rebound from problems that have plagued the City.

The weaknesses identified in the report included:

- Too many greyfield, brownfield areas and distressed commercial corridors in the City. The U.S. 1 corridor has many vacant strip malls, which are considered unsightly and a deterrent for businesses.
- Need for continued and stricter aesthetics and design standards for the corridors. The buildings on the commercial corridors lack quality architecture design and landscaping and streetscape features.
- Lack of high tech employers, high-skilled jobs, professional offices, variety of restaurants and accommodation services in the City.
- Lack of quality affordable housing and diversity of housing choices for middle and upper income home buyers.

- Negative self-image and lack of an articulated and shared community vision of the City.

The report proposed a series of implementation strategies to build on strengths, mitigate weaknesses and capitalize assets for economic development. The report also identified the following goals and objectives representing key issues that should be addressed in this comprehensive plan.

- *Employment Opportunities*: The City should support and work with County and community leaders to meet the economic diversification needs of the community with emphasis on local job creation, business expansion and attraction of high-value-added commercial activity. The employment growth in the City will benefit other existing market sectors and will generate wealth within the community.
- *Business Expansion, Attraction and Retention*: The City, County and private leadership should work together to develop and implement economic development strategies that will establish a business environment that supports the operation, retention and expansion of existing Cocoa businesses, as well as the attraction and development of new commercial enterprises.
- *Coordination of Economic Diversification Efforts*: The City and County should coordinate the collaborative efforts between the public and community leadership. The efforts should be concentrated on developing industry clusters which will make the greatest contribution to job growth and wealth creation.
- *Streamlining Permitting and Regulatory Process*: The City should provide incentives such as expedited permitting to assist higher education institutions to expand when they are ready.
- *Economic Development Advisory Board*: To involve community stakeholders, the City should create an advisory board consisting of local community and business leaders.
- *Maintain Infrastructure for Supporting Economic Development*: The City should maintain adequate infrastructure for encouraging economic activities in the industrial and commercial sectors. The City should maintain or increase the current land use allocation percentages for industrial and commercial activities for the purposes of strengthening the revenue tax base of the City.
- *Increase Tourism*: The City should develop strategies to attract tourists by expanding recreational, entertainment, environmental, and cultural activities that are clean, family friendly, diverse, and unique.
- *Encourage Growth in Regional Industries with Supporting Activities*: The City should collaborate with the greater region to identify opportunities in the related service industries present in the region. The City should also encourage employment growth in high growth industries and small businesses through various programs and public/private partnerships.

In the last few years, economic development efforts by the City have accelerated, yielding very positive results for Cocoa. The Historic Cocoa Village is an example of successful downtown redevelopment and has become a destination for tourists and residents.

F. URBAN FORM

Urban form refers to the physical layout and design of a city. Characteristics such as urban density and intensity, block layout, street layout, streetscape, building placement/orientation and location define the urban form of a city. As the development standards change in terms of the above mentioned characteristics, the urban form also changes.

Incorporated in 1895, the City of Cocoa was a fairly compact city in the early 20th century. The compact form is visible in the older areas of Cocoa including the Cocoa downtown, the Historic Cocoa Village and downtown neighborhoods, which have narrow lots, are pedestrian oriented and include a mix of uses at higher densities. In the mid-20th century, the automobile began to dominate the development market. The development moved from the inner-city to the outskirts, and was characterized by low density and auto-dependent uses. Moreover, the development of railroad and major transportation improvements disrupted older commercial and residential neighborhoods. The result of this trend was the less efficient use of the infrastructure with no pressure for infill development. The urban form of the City changed from a dense compact form to a suburban sprawl form.

The City residents and past studies have identified the negative visual character of the major transportation corridors, the lack of overall identity of the City and the negative impact of the enclaves that detract from the City's aesthetics. The widening of US 1 in the 1950's by FDOT was one of the major reasons for the poor quality development along US 1, the loss of inner-city connectivity and the loss of businesses along the US 1 corridor in the City.

SR 524, US 1, SR 501, and SR 520 are the major commercial corridors of the City. They consist primarily of auto-oriented strip shopping centers that lack adequate pedestrian and bicycle access. The developments along these corridors also lack quality architectural design and adequate landscaping and are generally poorly maintened.

The City has two large enclaves along SR 501. These enclaves contribute to loss of inner city connectivity, land use conflicts and inefficient use of existing facilities and services. Additionally, the layout of some of the urbanized areas of the City is not very well organized or interconnected. These factors contribute to an image of disorder.

The City's goal is to create a physical planning framework to improve the quality of life and to ensure that new development shapes the City into a unique community that residents can identify with. A comprehensive urban design approach, citywide and on specific areas and corridors in the City, will be required to correct the disjointed nature of the past piecemeal development.

1. Vision Plan

A Vision Plan describes the kind of community that people who live and work in it want it to become over the next 10 to 20 years. It identifies what people value and want to preserve, what improvements are needed and how change should occur. A vision plan helps in creating a positive image and community identity, which is lacking in the City of Cocoa. A positive image helps to improve public relations. The awareness of the existing and desired image of an area can be the basis for a capital improvement plan and public policy formation. A positive image is important to a City government because it reflects on the excellence of service the government provides, attracts high quality business and well educated people.

The City adopted a Vision Plan in June 1996 to guide the future development of the City. The plan included the analysis of the physical, social and economic conditions of the City. The plan identified two primary challenges facing the City – improving the general image of the City and diversification and strengthening of the City's economic base. The Vision Plan included economic, land use, urban design, infrastructure and governmental and administrative strategies for future development, including a conceptual long range master land use plan and an action plan to implement the vision. The plan identified five redevelopment goals for the City:

- **Economic Function**: Strengthen downtown and core areas of Cocoa as a mixed-use center that will attract and serve the people of the region. Create a strong new industrial employment base.
- **Regional Context**: Strengthen the Cocoa area as a unique place within the County.
- **Community Role**: Strengthen Cocoa's contribution to the general well-being of the community.
- **General Environment Character**: Improve the physical image within the City.
- **Implementation**: Enable revitalization of the City to be a successful and on-going reality.

In addition to the Visions Plan, the City held a visioning public workshop in September 2007 to obtain public input on the issues facing the community. During the workshop, the citizens and city staff identified the following two major issues within the community:

- **Housing**: An abundance of affordable housing is located within the City. The balance of incomes has shifted to a very low income base compared to the County average.
- **Revitalization**: A serious concern was acknowledged about the visual appearance of the City and the overall identity. Economic and redevelopment efforts have been arduous because of the City's appearance and unfair perception.

Both the 1996 vision plan and the 2006 workshop identified similar issues including lack of identity, economic development and affordable housing. The City has consistently taken efforts to address and overcome these issues by implementing the goals and objectives of the vision plan and will continue these efforts.

The City will also plan to invite additional community input and to update the vision plan. While updating the master plan contained in the vision plan, the City will identify the character districts in the City and their interconnectivity. The several character districts within the City of Cocoa may include:

- **City Center**: Cocoa's downtown, the City center, is located on the east side of US 1. It can be characterized as a small village business area with one-story shops and restaurants. The downtown has an excellent collection of historic buildings, many of which have been renovated for adaptive reuse. The Historic Cocoa Village is the major attraction of the area.

- **Commercial Nodes**: Other than the downtown area, there are no well defined commercial nodes within the City. The Brevard Crossing RAC, located at the intersection of I-95 and SR 524, is intended to include a mixed-use activity center; however, development has not occurred to date.
- **Corridors**: SR 520, U.S. 1, SR 524, Dixon Boulevard and Fiske Boulevard (SR 519) are the major commercial corridors in Cocoa. These major corridors should be developed as mix-used corridors.
- **Waterfront**: The City is located along the Indian River Lagoon. Existing land use along the Indian River is primarily medium-density residential with some commercial uses in the downtown area, most of which provide limited access to the waterfront.

2. Form-based Design Guidelines for Corridors

Design standards can be used to guide development toward creating a cohesive urban pattern of buildings and streetscapes. When the aesthetic appearance of a community is maintained or improved, a sense of pride develops for the residents, owners and merchants. The quality appearance of its commercial corridors can help the City competitively in the regional market.

The City has established form-based design standards for the Downtown Cocoa Redevelopment Area. The City is also partnering with the FDOT to widen U.S. 1 from four lanes to six lanes and to upgrade the aesthetics and design of the widening project by adding landscaping and gateway features. The City is coordinating with the Space Coast TPO and FDOT to improve the existing sidewalks and bike trails in the City.

The City should continue its efforts in the creation of a quality, safe and functional urban environment by establishing form-based design standards for the commercial corridors along SR 520, U.S. 1, SR 524, Dixon Boulevard and Fiske Boulevard (SR 519), the CRAs and the waterfront. These standards should implement the desired vision of each area.

3. Safe Community

A sense of security is one of the important characteristics of a great community. Research has shown the relationship between the environment and criminal behavior. There is a relationship between declining areas, areas of low property ownership and higher crime rates. The perception of a higher crime rate in an area results in disinvestment, a lack of maintenance and decline due to a fear of crime. In turn, the economic loss and fear escalate the opportunities for crime.

The opportunity and fear of crime can be deterred through good maintenance practices and the proper design and use of the environment. This concept is known as "Crime Prevention Through Environmental Design" or CPTED. The major premise of CPTED is that an environment can be designed to reduce the opportunities for crime and the fear of crime, without resorting to building fortresses. The primary principles of CPTED include the proper design and defined use of buildings and sites, reinforcement of territoriality and responsibility by residents, and the use of access control as well as natural surveillance.

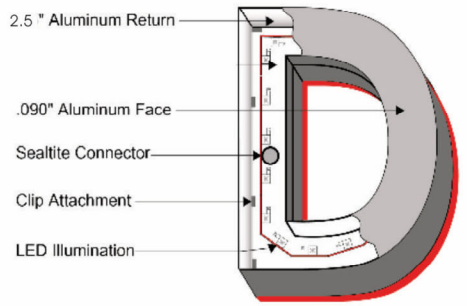
Proactive deterrence of crime depends on a thoughtful understanding of how site and building design guide human behavior. At a neighborhood scale, defining the boundaries of the neighborhood and giving it a themed identity help to establish a known "territory" that

can be defended. Defining the appropriate behavior in public areas and designing the sites to support those behaviors will deter unwanted behaviors. Controlling access to a public space so that the area can be effectively monitored and help deter vandals. Providing visual access to public areas and pedestrian routes of travel are techniques that can be applied to deter crime. The City will consider incorporating CPTED principles in its land development code.

COCOA

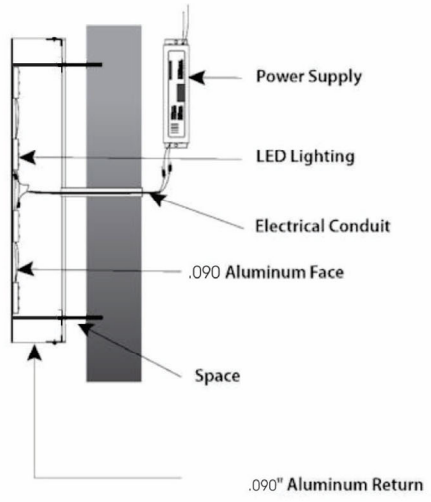
18"

108"



FRONT VIEW





4 Corners SR 520 / US Hwy 1

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SIGHT TRIANGLE 710 FEET
SOD
OVERHEAD POWER LINE
MATCHLINE: SHEET LD-6
MATCHLINE: SHEET LD-7
EXISTING R.O.W. LINE (TYP)
WATER LINE
118.0 S.Y. MULCH
1 PC
17 PM
90 JO
38 HL
LIMIT OF SOD
9 AN
9 PR-1
25.3 S.Y. MULCH
31 RIA
33 RIA
29 PA
22 JCP
25.8 S.Y. MULCH
11.8 S.Y. MULCH
15 RIA
TELEPHONE LINE
347
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349
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351
352
KING ST.
9
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SANITARY LINE
22 JCP
8.2 S.Y. MULCH
10 RIA
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27.1 S.Y. MULCH
33 RIA
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17 PM
10 PR-1
1 PC
50 HL
LIMIT OF SOD
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134.3 S.Y. MULCH
13.7 S.Y. MULCH
16 RIA
SOD - BAHIA
SOD-1 - ST. AUGUSTINE
SIGHT TRIANGLE REQUIRES A 2' MAXIMUM SHRUB HEIGHT AND AN 8' MINIMUM CLEAR TRUNK HEIGHT.
PROPOSED R.O.W. LINE (TYP)
36 HL
1 PC
101.3 S.Y. MULCH
SIGHT TRIANGLE REQUIRES A 2' MAXIMUM SHRUB HEIGHT AND AN 8' MINIMUM CLEAR TRUNK HEIGHT.
36 RIA
63 JO
30.2 S.Y. MULCH
15 JCP
29 PA
26.5 S.Y. MULCH
30 RIA
16 PM
LIMIT OF SOD
8 PR-1
9 AN
14.8 S.Y. MULCH
13 RIA
18.5 S.Y. MULCH
32 RIA
77 JO
27.5 S.Y. MULCH
8 PR-1
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38 HL
LIMIT OF SOD
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18 RIA
18 JCP
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WATER LINE
PROPOSED R.O.W. LINE (TYP)
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SIGHT TRIANGLE 710 FEET.
OVERHEAD POWER LINE
EXISTING R.O.W. LINE (TYP)
SIGHT TRIANGLE 710 FEET
MATCHLINE: SHEET LD-7
MATCHLINE: SHEET LD-8
1 PR-2
32 LCR
13 JCP
3 LJ
56 RIA
3
ALL AREAS BEHIND SIDEWALK AND TO THE RIGHT OF WAY LINE NOT DESIGNATED AS PLANTING BEDS SHALL BE SODDED WITH SEASHORE PALPALUM.
0 10' 20' 40'
SCALE: 1"=20'
NORTH

REVISIONS					
BY	DESCRIPTION	DATE	BY	DESCRIPTION	

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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
S.R. 5	BREVARD	237592-1-52-02

S.R. 5 (U.S. 1)
LANDSCAPE PLAN

SHEET NO. LD-7

MINUTES
COCOA REDEVELOPMENT AGENCY

May 7, 2002

The Cocoa Redevelopment Agency held its regular meeting on Tuesday, May 7, 2002 in the City Council Meeting Room, located at 300 Brunson Boulevard in Cocoa, as publicly noted.

I. OPENING MATTERS

Vice Chairperson Collins called the meeting to order at 7:14 p.m. The following Agency members and officials were present:

PRESENT:	Judy Parrish	Chairperson – Attended Briefly By Phone
	Jewel Collins	Vice Chairperson
	Brenda Warner	Agency Member
	Edward Lanni	Agency Member
	Harrison Vanderslice	Agency Member
	Joseph Colombo	Agency Counsel
	Anthony Garganese	Agency Counsel

STAFF: Clarence Hulse, Assistant City Manager; Donna Renberg, Grants; Kenneth Koch, Community Development Manager; John Titkanich, Economic Development Manager, Nelson Lau, Planning Manager; Chenita Joiner, Housing Manager; Marc Dick, Landscape Architect; Denise Damiano, Recording Secretary.

Ms. Collins provided the invocation, and Ms. Warner led the assembly in the Pledge of Allegiance.

II: APPROVAL OF AGENDA AND MINUTES OF PREVIOUS MEETING

AGENDA: Regular meeting of May 7, 2002

* **MOTION by Mr. Lanni; Seconded by Mr. Vanderslice, to approve the agenda.**

THE MOTION CARRIED UNANIMOUSLY (4-0)

MINUTES: Regular meeting of May 7, 2002

* **MOTION by Mr. Lanni; Seconded by Mr. Vanderslice, to approve the minutes as presented.**

THE MOTION CARRIED UNANIMOUSLY (4-0)

III. DELEGATIONS

No delegations noted at this time.

IV. NEW BUSINESS

1. Legal Representation for the Cocoa RDA

Mr. Titkanich revealed that on April 10, 2002 a letter was received from the law firm of Brown, Ward, Salzman and Weiss stating that the law firm no longer employed the current Cocoa RDA attorney, Joe Colombo.[1] Brown, Ward, Salzman and Weiss asked if the Cocoa RDA would like to retain Mr. Colombo as counsel or if they wished to continue with the services of the law firm. Staff recommends that Cocoa RDA continue with the services of Brown, Ward, Salzman and Weiss.[2]

* **MOTION by Mr. Vanderslice; Seconded by Ms. Warner to go with the Staff's recommendation of continuing with the services of Brown, Ward, Salzman and Weiss.**

AYES: Warner, Lanni and Vanderslice.

NAYS: Collins.

THE MOTION CARRIED 3-1 with Vice Chairperson Collins dissenting.

V. OLD BUSINESS

3. Redevelopment of southwest corner of SR520 and US1

Mr. Titkanich reminded the Board that at the last meeting, Mr. Micah Savell, President of The Right Site Inc., came before the board outlining a development opportunity and asked for the boards support or direction.

Mr. Titkanich said since that time, Staff has continued discussion with Mr. Savell and a number of concerns have arisen, such as the inability to acquire the parcels in a timely manner, reasonable cost, and the main reason: one of the parcel owners is deceased with no heirs listed. It was noted that Mr. Savell has purchased the tax certificate for the property but given the lengthy process to acquire the property it would preclude development of the site because it then becomes cost prohibitive from both the stand point of Mr. Savell and an end user, such as CVS Pharmacy.

Mr. Titkanich reminded the Board that they had indicated support for the vacation of Stone Street and the development of the site and said that Mr. Savell also went to the Diamond Square Development agency and presented them with the development plan.

[1] Please see Attachment A
[2] Please see Attachment B

Mr. Titkanich reported that Diamond Square also unanimously supported the project and pledged $25,000 in Streetscape improvements to ensure pedestrian access from the neighborhood to Hwy. 520, recognizing that the Stone Street crossing at Florida East Coast Railroad would be closed. Mr. Titkanich explained that FEC had met with the City and had acknowledged that with the number of accidents they have had in the past they have been meeting with cities up and down the coast to eliminate unnecessary crossings and are beginning the process to close the Stone Street crossing. He added that it was based on those findings that the Diamond Square Board decided to pledge money and Mr. Titkanich then advised the Board that one powerful remedy or tool at the Cocoa RDA's disposal is the power of eminent domain, especially when used for the assembling of parcels.

Mr. Titkanich recommends that the Board file papers for eminent domain action for the three parcels south of Stone Street and Staff is also asking that the Board transfer money from the Signage Program in the amount of $7,500, which will be repaid at a later date once the developer acquires the parcels from the City, for the cost of the acquisition as well as for the expenses occurred to acquire the parcels.

Vice Chairperson Collins asked for verification that regardless of any motions passed tonight, the matters would still have to come before the council. Former Agency Counsel Colombo remarked that eminent domain issues could not be advanced without the Council's approval. Agency Counsel Garganese then asked for clarification as to who was giving legal advice to the Cocoa RDA this evening and pointed out that Motion was carried in favor of retaining the services of his firm, Brown, Ward, Salzman and Weiss. Mr. Garganese went on to say that the City Council had authorized the Cocoa RDA to begin eminent domain proceedings and explained that the City Council will become involved but the matter will come back before the Cocoa RDA, which will then have to adopt a resolution stating the necessity of instituting the eminent domain proceedings. Mr. Garganese noted that a public purpose would also have to be set forth and that much of that work has already been done because a redevelopment plan to eliminate slum and blight has been established. Mr. Garganese noted that he will present the Agency with relevant paperwork at the next meeting.

* **MOTION by Mr. Vanderslice; Seconded by Chairperson Parrish, to authorize staff and the RDA Attorney to initiate eminent domain proceedings for the acquisition of three Stone Street parcels for the purposes of reassembly and development.**

THE MOTION CARRIED UNANIMOUSLY (5-0) WITH CHAIRPERSON PARRISH VOTING BY PHONE

* **MOTION by Mr. Vanderslice; Seconded by Mr. Lanni, to authorize the temporary transfer of $7,500 from the Signage Program Account to the Land Account to cover expenses associated with the acquisition of the proposed parcels, expenses including two independent real estate appraisals of each parcel so property owners receive just and fair value.**

THE MOTION CARRIED UNANIMOUSLY (5-0) WITH CHAIRPERSON PARRISH VOTING BY PHONE

Chairperson Parrish then left the meeting, terminating her phone call at 7:28 p.m.

III. DELEGATIONS

George Vanderhall, 705 Howard Street, Cocoa, voiced concerns that Diamond Square RDA was unaware that eminent domain was involved in the process when they pledged Streetscape Improvements for the redevelopment of the southwest corner of SR520 and US1.

Mr. Vanderhall took a moment to commend Staff members, mentioning Mr. Vanderslice in particular, for their economic savvy in obtaining funding.

James F. Ford, 705 Aurora Avenue, Cocoa, remarked that eminent domain might negatively affect some residents and lead to problems. Vice Chairperson Collins said that the Council and Cocoa RDA would revisit the subject of eminent domain as pertaining to the redevelopment of the southwest corner of SR520 and US1.

Former Counsel Colombo left the meeting at 7:32 p.m. Vice Chairperson Collins thanked Mr. Colombo for his efforts.

IV. NEW BUSINESS

1. Legal Representation for the Cocoa RDA

See above – Discussion immediately following Approval of Agenda and Minutes of previous meeting.

2. Lee Wenner T-Dock Upgrade – Cocoa Belle

Mr. Koch said that in November, Staff had been asked to investigate the cost and feasibility of T-Dock commercial upgrades for cruise, dinner, and charter boats at Lee Wenner Park. The Downtown RDA Plan does include some discussion about commercial docking for dinner and charter boats as secondary priority projects[3] and Staff has been working on possible improvements to the T-Dock project. Mr. Koch said the estimate for improvement to the T-Docks is approximately $18,000, with the funds providing better pilings, upgrades to needed areas, and the possible installation of lighting fixtures.

Staff is asking Cocoa RDA for a budget transfer of $18,000 from the Contingency Account to the T-Dock Improvement Account with improvements being pending on State approval of commercial vessels dockage at Lee Wenner Park and an RFP process from Brevard County for competitive bid in order to operate out of Lee Wenner Park.[4]

[3] Please see Attachment C
[4] Please see Attachment D

ZONING MAP AMENDMENT APPLICATION (MAP ONLY)

Community Services Department
Planning and Zoning Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8535
Fax: (321) 433-8543
Web: http://www.cocoafl.org

This form is divided into steps, which will help you prepare your application, provide supplemental items, and prepare for the Planning & Zoning Board and City Council hearings. A pre-application meeting with Staff is **required**.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Existing Zoning Category:** **C-P Commercial Parkway District**
2. **Proposed Zoning Category:** **C-N Neighborhood Commercial**
3. **Existing Future Land Use Category: MU Mixed Use**
4. **Proposed Future Land Use Category (*if applicable*):**
5. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting!*

   Company (if applicable): Doty Solik Law

   Name: Mary D. Solik, Esq.

   Mailing Address: 121 S. Orange Ave STE 1500

   City: Orlando State: FL Zip Code: 32801

   Phone #: 407 378 7868 Fax #:

   Mobile #: 407 925 4738 E-mail: msolik@dotysoliklaw.com

6. **Property Owner Information:** ** Check here if same as Applicant* → ☐
   ** If more than one owner, attach additional sheet with names and addresses.*

   Company (if applicable): Biscaya Cocoa Holdings, LLC

   Name: Pablo Camposano and Oded M. Kaiser

   Mailing Address: 325 S Biscayne Blvd. Unit 3423

   City: Miami State: FL Zip Code: 33131

   Phone #: Fax #:

   Mobile #: 786 326 7500 E-mail: omaxkaiser@gmail.com

7. **Property Information:**

Street Address and Location: 301 S. Cocoa Blvd, Cocoa, FL Complete Parcel list attached_____

Parcel ID: * *If more than two Parcel IDs, attach additional sheet with Parcel IDs.*

☐☐-☐☐-☐☐-☐☐-☐☐☐☐☐.☐-☐☐☐☐.☐☐

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Tax Account Numbers: * *If more than two Tax Account #s, attach additional sheet with Tax Account #s.*

☐☐☐☐☐☐☐ ☐☐☐☐☐☐☐

Land Area: _____ square feet or 1.39 acres_____ acres

Existing Use(s) on Property: Property is vacant_____

Proposed Use(s) on Property: Commercial uses consistent with C-N Zoning_____

8. **Please submit the following items in order complete the application:**

a. ☒ **Notarized application.**

b. ☒ **List of owners within 500 feet.** A "radius map package" from Brevard County containing a certified mailing list with mailing labels and a map of all property owners of record who reside within a 500-foot radius of the subject property is required for public notice. It is the applicant's responsibility to request these materials with the Brevard County GIS Department that are available free of charge. Inquiries need to be emailed to **servicedesk@brevardfl.gov** and forwarded to the **City of Cocoa Planning and Zoning Department** when available.

c. ☒ **Application fee.** Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal. See Schedule of Fees, Charges and Expenses for applicable fees.

d. ☒ **Proof of ownership.** A copy of the most recent recorded warranty deed is required.

e. ☒ **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. A sample "Letter of Authorization" form is available from the City.

f. ☒ **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).

g. ☒ **Certified boundary survey.** Submit a certified survey showing all existing structures and all proposed structures.

h. ☒ **Legal description.** Submit a typed copy of the legal description. It may be submitted on a computer disk or by e-mail.

i. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include a site plan drawing, photos, sketches, elevations, or letters from adjoining property owners.

9. **Application filing deadline.** The application filing deadline is on the first day of each month at 5:00 pm for public hearings that are held in the following month. For Zoning Map Amendment applications that are submitted concurrently with other applications, the earlier filing deadline shall apply.

10. **Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Planning and Zoning Division.

Public hearings process information – please read this!

11. **Dates and locations of public hearings.** All zoning map amendments require one hearing in front of the Planning & Zoning Board and two hearings in front of the City of Cocoa Council.

12. **Board types.** The Planning & Zoning Board is an advisory board to the City Council and therefore is only authorized to make recommendations. City Council is an authoritative body and is able to make binding decisions.

13. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the application. 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.

14. **Preparing for the public hearings.** 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 application request. The City assumes no responsibility or liability relating to the applicant's failure to research and know all applicable laws including, but not limited to state, federal, and city laws, codes, land development regulations, and the comprehensive plan.

15. **Exhibits at public hearings.** If photographs, documents, maps or other materials are provided to the Board/Council as evidence at the public hearing, the applicant must leave those instruments with the Recording Secretary. By law those instruments automatically become part of the public records and cannot be returned to the applicant.

16. **Witnesses at public hearings.** For the purposes of making a decision on the application, the Board/Council shall only consider testimony of qualified witnesses. A witness is determined by the Board/Council 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.

17. **Planning & Zoning Board vs. City Council actions.** If the Planning & Zoning Board finds that the facts presented in the matter justify approval, it may recommend to approve the request, or a portion thereof, and it may specify any conditions deemed necessary to preserve the intent of the City of Cocoa Code. If the Board finds that the facts presented do not justify approval, it may recommend to deny the request and will specify the reasons for denial. A decision is usually made at the same meeting that the hearing is held. Regardless of the outcome, the application will be forwarded to the City Council for consideration where a final decision can be made.

18. In order to approve a zoning map amendment, the Planning & Zoning Board and City Council must consider and study the criteria listed below (as described in Appendix A, Article XXII, Section 1 (G)(1) of the City of Cocoa Code). Please provide your consideration of the following criteria and any pertinent data and evidence that may be useful to the Planning & Zoning Board and City Council. Use extra sheets if necessary.

a. **Whether or not the proposed change is contrary to the established land use pattern.**

No. The subject property is at the southwest corner of SR 520 and US1, both heavily traveled commercial corridors.

b. **Whether or not the proposed change would create an isolated district unrelated to adjacent and nearby districts.**

No. adjacent and nearby properties all have commercial zoning.

c. **Whether or not 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.**

No residential development is proposed. The subject property was previously improved with commercial uses and no new

Utility demands are created by the proposed change.

d. **Whether or not existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.**

No.

e. **Whether or not the proposed change would be contrary to the land use plan and would have an adverse effect on the comprehensive plan.**

No. The rezoning is being requested to bring the subject property into compliance with the land use plan. The current Zoning is inconsistent with the MU Future Land Use designation.

f. **Whether or not changed or changing conditions make the passage of the proposed amendment necessary.**

Yes. The change in the FLU designation of the property from Commercial to MU has rendered the current zoning Inconsistent with the FLU map.

g. Whether or not the proposed change will adversely influence living conditions in the neighborhood.

No. The property has historically been developed with commercial uses and is separated from the nearest Neighborhood by RR tracks.

h. Whether or not the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

No.

i. Whether or not the proposed change will create a drainage problem.

No. The subject property was previously developed with commercial uses without code compliant stormwater Management. Any new development will have to meet current code standards for drainage.

j. Whether or not the proposed change will seriously reduce light and air to adjacent areas.

No.

k. Whether or not the proposed change will adversely affect property values in the adjacent areas.

No. The proposed change is to a less intense commercial zoning than the current zoning.

l. Whether or not the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

No.

m. Whether or not the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

No.

n. Whether or not there are substantial reasons why the property cannot be used in accord with existing zoning.

Yes. The current zoning is inconsistent with the FLU designation on the subject property. The property cannot be Used at all until the inconsistency is corrected.

o. Whether or not the change suggested is out of scale with the needs of the neighborhood.

No.

p. Whether or not the it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

Without the change the property owners are deprived of any use of their property.

19. Signatures and Notarization.

STATE OF FLORIDA COUNTY OF ORANGE. I, MARY D. SOLIK 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 applicable petition, 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.

Mary D Solik
(APPLICANT SIGNATURE)

Machele Rowe
Comm.#GG949073
Expires: May 18, 2024
Bonded Thru Aaron Notary
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of I.D. Produced _____

Machelle Rowe
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 13th day of DECEMBER, 20 23

FOR OFFICE USE ONLY

Fee of $_____ in cash ☐ or check ☐ (No. _____) payable to the "City of Cocoa".

Receipt Number: _____

Date: _____

Signature from Planning & Zoning Division:

_____

BISCAYA COCOA HOLDINGS, LLC

Parcel List

24-36-33-31-A-5

24-36-33-31-C-1

24-36-33-31-D-11

24-36-33-31-D-12

24-36-33-31-D-13

24-36-33-31-C-2

24-36-33-31-*-R.1

24-36-33-31-*-R.2

24-36-33-31-*-R.3

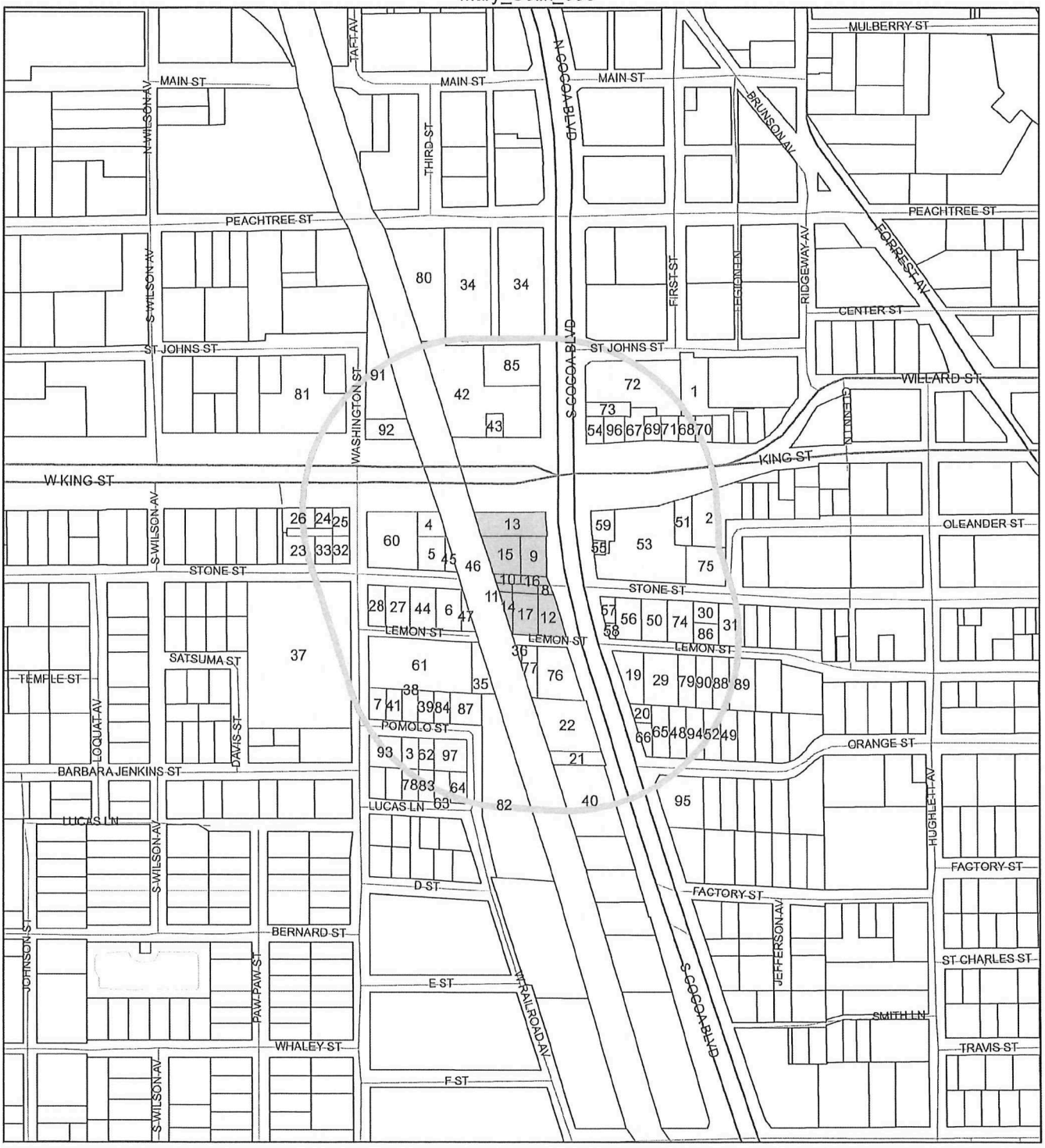
24-36-33-31-*-R.4

24-36-33-31-*-R.5

RADIUS MAP

BISCAYA COCOA HOLDINGS LLC

Mary_Solik_500



N

W E

S

1:4,800 or 1 inch = 400 feet

Buffer Distance: 500 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 12/7/2023

Buffer

Subject Property

Notify Property

Parcels

58-70 57TH ROAD REALTY LLC
33 MATINECOCK AVE
PORT WASHINGTON NY 11050-2102

ADRENALINE ARCHITECTS LLC
453 KING ST
COCOA FL 32922-7621

AS INVESTMENTS LLC
10549 MERE PKWY
ORLANDO FL 32832-6153

AUSTIN, DANIEL,JR
935 BOWING LN
ROCKLEDGE FL 32955-4015

AUSTIN, DANIEL,JR
1113 HICKORY LN
COCOA FL 32922-6719

BELL, CHRISTINE
360 POMOLO ST
COCOA FL 32922-7447

BISCAYA COCOA HOLDINGS LLC
325 S BISCAYNE BLVD, APT 3423
MIAMI FL 33131-2476

BREVARD STONE INC
403 S COCOA BLVD
COCOA FL 32922-

BROWN, GEORGE L JR TRUSTEE
555 KING ST W
COCOA FL 32922-

BROWN, GEORGE L,JR
555 W KING ST
COCOA FL 32922-7421

BRYANT, JANIE B
BRYANT, PURVETTE A
1139 TARPON DR
ROCKLEDGE FL 32955-

BRYANT, PURVETTE A
1820 BARRINGTON CIR
ROCKLEDGE FL 32955-3062

BZDUN, MIECZSLAW
1908 RANCH ESTATE DR
ORLANDO FL 32825-8407

CASITA ENTERPRISES LLC
750 GLENGARRY DR
MELBOURNE FL 32940-1866

CATCHINGS, MARY E
7107 CLAYMORE AVENUE
HYATTSVILLE MD 20782-

COCOA LODGE 55 F&AM
PO BOX 7
COCOA FL 32923-0007

COCOA LODGE NO 55 F & AM INC
C/O PHILLIP J WILISON
PO BOX 7
COCOA FL 32923-0007

COCOA, CITY OF
65 STONE STREET
COCOA FL 32922-

COWHAM, RAYMOND
14 PINE GLEN RD
HILLSBOROUGH NH 03244-4522

DAWSON, BEULAH J
PO BOX 341
COCOA FL 32923-0341

DRAKE, WILLIE LEE III
356 POLOMO ST
COCOA FL 32922-

EAST FLORIDA MOTOR SALES INC
4650 HIGHWAY 520
COCOA FL 32926-2333

EAST FLORIDA MOTORS SALES INC
4650 HIGHWAY 520
COCOA FL 32926-2333

EVERETT, ROBERT W
EVERETT, MAE E ET AL
16243 SW 107TH PLACE
MIAMI FL 33157-

FINK, MARK H
61 S BALDWIN AVE, UNIT 1162
SIERRA MADRE CA 91025-7055

FLORIDA EAST COAST RAILWAY LLC
7150 PHILIPS HWY
JACKSONVILLE FL 32256-6802

FLORIDA, STATE OF (DOT)
719 S WOODLAND BLVD
DELAND FL 32720-

GREENWOOD, ALECK J
640 BREVARD AVE #201
COCOA FL 32922-

GREENWOOD, ALECK J
PO BOX 1077
COCOA FL 32923-1077

HACIENDAS LLC
750 GLENGARRY DRIVE
MELBOURNE FL 32940-1866

IBRAHIM & HAROON REALESTATE INC
1910 ROCKLEDGE BLVD
ROCKLEDGE FL 32955-

JORDAN, JOHN A
1783 HAZELTON NW ST NW
PALM BAY FL 32907-7072

KABBOORD PROPERITES INC
3201 N ATLANTIC AVE
COCOA BCH FL 32931-

KABBOORD PROPERTIES II LLC
3201 N ATLANTIC AVE
COCOA BEACH FL 32931-3406

KABBOORD PROPERTIES INC
3201 N ATLANTIC AVE
COCOA BCH FL 32931-

KABBOORD, DAVID WAYNE
KABBOORD, JOHN JAMES
3201 N ATLANTIC AVE
COCOA BEACH FL 32931-3406

KABBOORD, JOHN J,JR
KABBOORD, DAVID W
3201 N ATLANTIC AVE
COCOA BEACH FL 32931-3406

KABBOORD, WILLIAM D
3201 N ATLANTIC AVE
COCOA BEACH FL 32931-3406

LEGEND REALTY DEVELOPMENT CORPORATION
543 PALM DR
HALLANDALE BEACH FL 33009-6533

LEVENSALER, TIMOTHY
LEVENSALER, ARLET
PO BOX 542349
MERRITT ISLAND FL 32954-2349

MAPP, DOUGLAS O'NEAL
BULLOCK, SYLVIA LEE
880 GLADIOLA CIR, APT 356
ROCKLEDGE FL 32955-6258

MARILYN A ARNOLD TRUST
1102 EGRET LAKE WAY
MELBOURNE FL 32940-6862

MAROTTO, JOHN
4370 COQUINA AVE
TITUSVILLE FL 32780-6524

METROPOLITAN BAPTIST CHURCH
474 KING ST
COCOA FL 32922-7622

METROPOLITAN BAPTIST CHURCH INC
474 KING ST
COCOA FL 32922-

METROPOLITAN BAPTIST CHURCH OF COCOA INC
474 KING ST
COCOA FL 32922-

METROPOLITAN BAPTIST CHURCH OF COCOA INC
PO BOX 758
COCOA FL 32923-0758

METROPOLITAN BAPTIST CHURCH OF COCOA INC
474 KINGS ST
COCOA FL 32922-

MOUNT MORIAH AFRICAN METHODIST EPISCOPAL CHURCH
223 OLEANDER ST
COCOA FL 32922-

MOUNT MORIAH AFRICAN METHODIST EPISCOPAL CHURCH OF COCOA INC
223 OLEANDER ST
COCOA FL 32922-7695

NEGRI PROPERTY LLC
401 S COCOA BLVD
COCOA FL 32922-7699

NEGRI, GERALD M
780 BUTTONWOOD DR
MERRITT ISLAND FL 32953-4611

NICOLE LEANN INVESTMENTS LLC
668 WING TER
DELTONA FL 32725-7038

NORBURY, VONNAY
1007 MONTCLAIR RD
COCOA FL 32922-6355

PRICE, THOMAS J JR
ABRUZZO-PRICE, THERESA TRUSTEES
1996 US HIGHWAY 1 S
ROCKLEDGE FL 32955-

R & R COCOA LLC
246 MCLEAN PT
WINTER HAVEN FL 33884-4135

RAILROAD AVENUE WAREHOUSE COMPLEX LLC
626 OLD DIXIE HWY SW
VERO BEACH FL 32962-4536

RICH, CHEVAYA D
704 GEORGIA AVE N
COCOA FL 32922-

RIVERA, MANUEL ANTONIO TORO
1456 FLEDGLING CT
ORLANDO FL 32837-8112

ROSCHMAN PARTNERS
6300 NE 1ST AVE STE 300
FORT LAUDERDALE FL 33334-

ROSSIELLO, DOMINIC
750 GLENGARRY DR
MELBOURNE FL 32940-1866

RUIZ, MANUEL C
6 WESTVIEW LN
COCOA BEACH FL 32931-2621

SANDS REVOCABLE TRUST
1370 WAR EAGLE BLVD
TITUSVILLE FL 32796-1530

SHAND, TANIA A
SHAND, ITSELDA M
1901 VERMONT AVE NW
WASHINGTON DC 20001-

STONE, JANORISE TRUSTEE
516 KING ST
COCOA FL 32922-4501

STONE, RICHARD E
STONE, DAISY
516 W KING ST
COCOA FL 32922-4501

TOWERBRIDGE INC
773 CITRUS COVE DR
WINTER GARDEN FL 34787-5221

TR CORP/GREATER ST PAUL BAPTIST
CHURCH OF COCOA FLORIDA INC
213 STONE ST
COCOA FL 32926-

WHEALY HOLDINGS LLC
2758 TRAILS AT HIDDEN HBR
MERRITT ISLAND FL 32952-4175

WILLIAM D KABBOORD TRUST
3201 N ATLANTIC AVE
COCOA BEACH FL 32931-3406

WILLIAMS, LASCELLE B
WILLIAMS, EVELYN M
345 POMOLO ST
COCOA FL 32922-7446

Ellis, Clerk of Courts, Brevard County Doc. D: $10500.00

This instrument prepared by
and after Recording return to:
Charles H. Ratner, Esq., President
Charles Ratner, P.A.,
605 Lincoln Road, Suite 210
Miami Beach, FL 33139

Folio No. 24-36-33-31-0000C.0-0002.00
Folio No. 24-36-33-31-0000C.0-0001.00
Folio No. 24-36-33-31-0000A.0-0005.00

(For Recorder's Use Only)

TRUSTEE'S WARRANTY DEED

(301 & 305 S. Cocoa Blvd., Cocoa, FL 32922)

THIS TRUSTEE'S WARRANTY DEED, dated as of March 10th, 2017, between **EVA IRENE CRUMB, AN UNMARRIED WIDOW, INDIVIDUALLY AND AS TRUSTEE OF THE EVA IRENE CRUMB REVOCABLE TRUST DATED JULY 17, 2014** both with an address of PO Box 8489, Cocoa FL 34942 (collectively "Grantor"), and **BISCAYA COCOA HOLDINGS, LLC**, a Florida limited liability company, with an address of 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantee").

Grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration paid by Grantee, receipt of which is acknowledged, grants, bargains, sells and conveys to Grantee the real property situate, lying and being in Brevard County, Florida, located at **301 & 305 S. Cocoa Blvd., Cocoa, FL 32922** legally described as follows ("Property"):

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances, and other rights and benefits belonging to, running with the owner of, or in any way related to the Property; any or all of the foregoing, if applicable.

TO HAVE AND TO HOLD, the same in fee simple forever.

SUBJECT TO: real estate taxes for 2017 and subsequent years, comprehensive land use plans, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, and conditions, restrictions, limitations, reservations, declarations, easements, dedications and agreements of record (collectively "Permitted Exceptions"), all without intent to reimpose the same.

And the GRANTOR does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

[Signature Page to Follow]

SIGNATURE PAGE TO TRUSTEE'S WARRANTY DEED

(301 & 305 S. Cocoa Blvd., Cocoa, FL 32922)

Grantor has executed this Deed as of the date indicated above.

Signed, sealed and delivered
in the presence of:

Eva Irene Crumb

EVA IRENE CRUMB, INDIVIDUALLY AND AS TRUSTEE OF THE EVA IRENE CRUMB REVOCABLE TRUST DATED JULY 17, 2014

Sign Name: _____
Witness #1

Print Name: TIMOTHY PICKLES

Sign Name: Janet M. Meadows
Witness #2

Print Name: JANET M. MEADOWS

STATE OF FLORIDA)
) **SS:**
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 9th day of March 2017, by Eva Irene Crumb, individually and as Trustee of the Eva Irene Crumb Revocable Trust dated July 17, 2014. She is personally known to me or has produced _____ as identification *(strike one)*.

My Commission Expires:
[NOTARIAL SEAL]

Sign Name: _____

Print Name: _____
NOTARY PUBLIC

Serial No. (none, if blank): _____

NOTARY PUBLIC STATE OF FLORIDA
TIMOTHY R. PICKLES
MY COMMISSION # GG 001818
EXPIRES: July 16, 2020
Bonded Thru Budget Notary Services

EXHIBIT "A" LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Brevard, State of Florida, and is described as follows:

PARCEL 1:

Lot 1, Block C, less road right-of-way, LAPHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida.

PARCEL 2:

That part of Lots 5, 6 and 7, in Block A, LAPHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida, together with the area formerly contained in Oleander Street, all as described in Official Records Book 441, Page 336 and Official Records Book 460, Page 589, all of the Public Records of Brevard County, Florida.

Also known as:
That portion of Lots 5, 6 and 7, Block "A", LAPHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida, lying South of the road right of way of State Road No. 520 and East of the right of way line of the Florida East Coast Railway, together with the area formerly contained in Oleander Street, all as described in Official Records Book 441, Page 336 and Official Records Book 460, Page 589, all of the Public Records of Brevard County, Florida.

PARCEL 3:

Lot 2, Block C, LAPHAM'S SUBDIVISION, according to the plat thereof, recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida; excepting, however, all land adjoining said Lot on the North and embraced within the area of that portion of Oleander Street which has been vacated.

Also: Begin at the Southeast corner of Lot 3, Block C, LAPHAM'S SUBDIVISION, according to the plat thereof, recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida; thence run along the South line of said Lot West to the East side of the right-of-way of the Florida East Coast Railway, thence run the East side of said railroad right-of-way Northwesterly to the North line of said Lot 3, thence run the North line of said Lot 3 East to the Northeast corner thereof, thence run the East line of said Lot South to the point of beginning, excepting, however, all land adjoining said Lot on the North and embraced within the area of that portion of Oleander Street which has been vacated.

PARCEL 4:

A portion of vacated Stone Street as shown in City of Cocoa Resolution No. 2016-103, recorded in Official Record Book 7724, Page 150 in the Public Records of Brevard County, Florida, more particularly described as follows:

The North half of the following described parcel abutting said Parcels 1 and 3:

That portion of Stone Street (said street being an un-named 50 foot wide right-of-way dedicated by "LAPHAM'S SUBDIVISION", recorded in Plat Book 2, Page 6 and re-dedicated as Magnolia Street by "SUNNYSIDE ADDITION TO COCOA, FLORIDA", recorded in Plat Book 2, Page 34, both of the Public Records of Brevard County, Florida), which lies west of the west right-of-way line of U.S. Highway No. 1 and east of the east right-of-way line of the Florida East Coast Railway (a 100 foot wide right-of-way), more particularly described as follows: Begin at the Southeast corner of Lot 1, Block "C" of "LAPHAM'S SUBDIVISION" recorded in Plat Book 2, Page 6 of the Public Records of Brevard County, Florida, (said point being on the west right-of-way line of U.S. Highway No.1 as defined by Florida Department of Transportation Right of Way Maps, Section 70020, W.P.I. 5110519, F.P. 237592-1, dated 7/30/04), thence run west, along the north right-of-way line of Stone Street, a distance of 156 feet, more or less, to a point on the east right-of-way line of the Florida East Coast Railway; thence southeasterly, along said east right-of-way line, a distance of 53.5 Feet, more or less, to a point on the south right-of-way line of said Stone Street; thence east, along said south right-of-way, a distance of 160 FEET, more or less, to an intersection with the west right-of-way line of U.S. Highway No. 1 (a variable width right-of-way) as defined by the aforesaid Florida Department of Transportation Right of Way Maps; thence northwesterly, a distance of 55 Feet, more or less to the Point of Beginning.

Ellis, Clerk of Courts, Brevard County Doc. D: $0.70

This instrument prepared by:
And after recording return to
Charles H. Ratner, Esq., President
Charles Ratner, P.A.,
200 S. Biscayne Boulevard
Suite 3200
Miami FL 33131

Folio No. 24-36-33-31-0000D.0-0012.00

(For Recorder's Use Only)

MEMBER'S DISTRIBUTION GENERAL WARRANTY DEED

(BISCAYA STONE STREET 2, LLC)

THIS GENERAL WARRANTY DEED, dated as of May 23, 2016 between **BISCAYA STONE STREET 2, LLC**, a Florida limited liability company, with an address at 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantor") and **BISCAYA COCOA HOLDINGS, LLC**, a Florida limited liability company, its sole Member, with an address at 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantee").

Grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration paid by Grantee, receipt of which is acknowledged, distributes, grants, bargains, and conveys to Grantee the real property situate, lying and being in Brevard County, Florida, located at **341 Stone Street, Cocoa, FL 32922** legally described as follows ("Property"):

Lot 12, Block D of LAPHAM'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 6, of the Public Records of Brevard County, Florida.

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances, and other rights and benefits belonging to, running with the owner of, or in any way related to the Property; any or all of the foregoing, if applicable.

TO HAVE AND TO HOLD, the same in fee simple forever.

SUBJECT TO: real estate taxes for 2016 and subsequent years, comprehensive land use plans, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, all without intent to reimpose the same.

AND, Grantor covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to transfer and convey the Property and the Grantor does hereby fully warrant the title to said land and Property, and will defend the same against lawful claims of all persons whomsoever.

NOTE TO RECORDER AND TAX ASSESSOR: This is a Distribution General Warranty Deed of unencumbered real property from a single member Limited Liability Company to its sole member in the process of the Grantor LLC winding up its affairs, and is given for nominal consideration. The beneficial interest in and to the Grantee member and the Property remains the same before and after this Conveyance, and this Deed does not represent any change in the beneficial ownership of the Property. Accordingly, no documentary stamps other than nominal stamps are due in connection with this Deed.

SIGNATURE PAGE TO
MEMBER'S DISTRIBUTION GENERAL WARRANTY DEED
(BISCAYA STONE STREET 2, LLC)

Grantor has executed this Deed as of the date indicated above.

Signed, sealed and delivered in the presence of:
(as to both signatures)

BISCAYA STONE STREET 2, LLC,
a Florida limited liability company

BY: BISCAYA COCOA HOLDINGS, LLC,
a Florida limited liability company,
It's Manager and Sole Member

Sign Name: _____
Witness #1

Print Name: CHARLES H. RATNER
Witness #1

By: _____
Oded M. Kaiser, Manager

By: _____
Pablo A. Camposano, Manager

Sign Name: _____
Witness #2

Print Name: Karen Hamandi
Witness #2

STATE OF FLORIDA)
) **SS:**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ___ day of May, 2016, by ODED M. KAISER and PABLO A. CAMPOSANO, as Managers of Biscaya Cocoa Holdings, LLC, a Florida limited liability company, the Manager and Sole Member of **BISCAYA STONE STREET 2, LLC**, a Florida limited liability company corporation, on behalf of such limited liability company. They are personally known to me or have produced _____ as identification *(strike one)*.

My Commission Expires:
[NOTARIAL SEAL]

Sign Name: _____

Print Name: CHARLES H. RATNER
NOTARY PUBLIC

Serial No. (none, if blank): _____

CHARLES H. RATNER
MY COMMISSION # FF 236739
EXPIRES: October 3, 2019
Bonded Thru Notary Public Underwriters

Ellis, Clerk of Courts, Brevard County Doc. D: $0.70

This instrument prepared by:
And after recording return to
Charles H. Ratner, Esq., President
Charles Ratner, P.A.,
200 S. Biscayne Boulevard
Suite 3200
Miami FL 33131

Folio No. 24-36-33-31-0000D.0-0013.00

(For Recorder's Use Only)

MEMBER'S DISTRIBUTION GENERAL WARRANTY DEED

(BISCAYA STONE STREET 3, LLC)

THIS GENERAL WARRANTY DEED, dated as of May 23, 2016 between **BISCAYA STONE STREET 3, LLC**, a Florida limited liability company, with an address at 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantor") and **BISCAYA COCOA HOLDINGS, LLC**, a Florida limited liability company, its sole Member, with an address at 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantee").

Grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration paid by Grantee, receipt of which is acknowledged, distributes, grants, bargains, and conveys to Grantee the real property situate, lying and being in Brevard County, Florida, located at **347 Stone Street, Cocoa, FL 32922** legally described as follows ("Property"):

Lot 13, Block D of LAPHAM'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 6, of the Public Records of Brevard County, Florida.

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances, and other rights and benefits belonging to, running with the owner of, or in any way related to the Property; any or all of the foregoing, if applicable.

TO HAVE AND TO HOLD, the same in fee simple forever.

SUBJECT TO: real estate taxes for 2016 and subsequent years, comprehensive land use plans, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, all without intent to reimpose the same.

AND, Grantor covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to transfer and convey the Property and the Grantor does hereby fully warrant the title to said land and Property, and will defend the same against lawful claims of all persons whomsoever.

NOTE TO RECORDER AND TAX ASSESSOR: This is a Distribution General Warranty Deed of unencumbered real property from a single member Limited Liability Company to its sole member in the process of the Grantor LLC winding up its affairs, and is given for nominal consideration. The beneficial interest in and to the Grantee member and the Property remains the same before and after this Conveyance, and this Deed does not represent any change in the beneficial ownership of the Property. Accordingly, no documentary stamps other than nominal stamps are due in connection with this Deed.

SIGNATURE PAGE TO
MEMBER'S DISTRIBUTION GENERAL WARRANTY DEED
(BISCAYA STONE STREET 3, LLC)

Grantor has executed this Deed as of the date indicated above.

Signed, sealed and delivered in the presence of:
(as to both signatures)

BISCAYA STONE STREET 3, LLC,
a Florida limited liability company

BY: BISCAYA COCOA HOLDINGS, LLC,
a Florida limited liability company,
It's Manager and Sole Member

Sign Name: _____
Witness #1

CHARLES H. RATNER
Print Name: _____
Witness #1

By: _____
Oded M. Kaiser, Manager

Sign Name: _____
Witness #2

Karen Hamandi
Print Name: _____
Witness #2

By: _____
Pablo A. Camposano, Manager

STATE OF FLORIDA)
) **SS:**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of May, 2016, by ODED M. KAISER and PABLO A. CAMPOSANO, as Managers of Biscaya Cocoa Holdings, LLC, a Florida limited liability company, the Manager and Sole Member of **BISCAYA STONE STREET 3, LLC**, a Florida limited liability company corporation, on behalf of such limited liability company. They are personally known to me or have produced _____ as identification *(strike one)*.

My Commission Expires:
[NOTARIAL SEAL]

Sign Name: _____

CHARLES H. RATNER
Print Name: _____
NOTARY PUBLIC
Serial No. (none, if blank): _____

CHARLES H. RATNER
MY COMMISSION # FF 236739
EXPIRES: October 3, 2019
Bonded Thru Notary Public Underwriters

Ellis, Clerk of Courts, Brevard County Doc. D: $0.70

This instrument prepared by:
And after recording return to
Charles H. Ratner, Esq., President
Charles Ratner, P.A.,
200 S. Biscayne Boulevard
Suite 3200
Miami FL 33131

Folio No. 24-36-33-31-0000D.0-0011.00

(For Recorder's Use Only)

MEMBER'S DISTRIBUTION GENERAL WARRANTY DEED

(BISCAYA STONE STREET 1, LLC)

THIS GENERAL WARRANTY DEED, dated as of May 23, 2016 between **BISCAYA STONE STREET 1, LLC**, a Florida limited liability company, with an address at 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantor") and **BISCAYA COCOA HOLDINGS, LLC**, a Florida limited liability company, its sole Member, with an address at 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantee").

Grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration paid by Grantee, receipt of which is acknowledged, distributes, grants, bargains, and conveys to Grantee the real property situate, lying and being in Brevard County, Florida, located at **337 Stone Street, Cocoa, FL 32922** legally described as follows ("Property"):

Lot 11, Block D of LAPHAM'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 6, of the Public Records of Brevard County, Florida, LESS road right-of-way.

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances, and other rights and benefits belonging to, running with the owner of, or in any way related to the Property; any or all of the foregoing, if applicable.

TO HAVE AND TO HOLD, the same in fee simple forever.

SUBJECT TO: real estate taxes for 2016 and subsequent years, comprehensive land use plans, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, all without intent to reimpose the same.

AND, Grantor covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to transfer and convey the Property and the Grantor does hereby fully warrant the title to said land and Property, and will defend the same against lawful claims of all persons whomsoever.

NOTE TO RECORDER AND TAX ASSESSOR: This is a Distribution General Warranty Deed of unencumbered real property from a single member Limited Liability Company to its sole member in the process of the Grantor LLC winding up its affairs, and is given for nominal consideration. The beneficial interest in and to the Grantee member and the Property remains the same before and after this Conveyance, and this Deed does not represent any change in the beneficial ownership of the Property. Accordingly, no documentary stamps other than nominal stamps are due in connection with this Deed.

SIGNATURE PAGE TO
MEMBER'S DISTRIBUTION GENERAL WARRANTY DEED
(BISCAYA STONE STREET 1, LLC)

Grantor has executed this Deed as of the date indicated above.

Signed, sealed and delivered in the presence of:
(as to both signatures)

BISCAYA STONE STREET 1, LLC,
a Florida limited liability company

BY: BISCAYA COCOA HOLDINGS, LLC,
a Florida limited liability company,
It's Manager and Sole Member

Sign Name:_____
Witness #1

Print Name: CHARLES H. RATNER
Witness #1

By:_____
Oded M. Kaiser, Manager

By:_____
Pablo A. Camposano, Manager

Sign Name:_____
Witness #2

Print Name: Karen Hamandi
Witness #2

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of May, 2016, by ODED M. KAISER and PABLO A. CAMPOSANO, as Managers of Biscaya Cocoa Holdings, LLC, a Florida limited liability company, the Manager and Sole Member of **BISCAYA STONE STREET 1, LLC**, a Florida limited liability company corporation, on behalf of such limited liability company. They are personally known to me ~~or have produced~~ _____ as identification *(strike one)*.

My Commission Expires:
[NOTARIAL SEAL]

Sign Name:_____

Print Name: CHARLES H. RATNER

NOTARY PUBLIC

Serial No. (none, if blank): _____

CHARLES H. RATNER
MY COMMISSION # FF 236739
EXPIRES: October 3, 2019
Bonded Thru Notary Public Underwriters

PROPERTY OWNER
LETTER OF AUTHORIZATION

APPLICATION REQUEST:

Zoning Map Amendment

AFFECTED PROPERTY: List the Parcel/Tax IDs that are subject to this Letter of Authorization. If there are more than four Parcel/Tax IDs, complete additional Letters of Authorization containing the additional Parcels/Tax IDs.

SEE ATTACHED PARCEL LIST

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STATE OF Florida COUNTY OF Miami - Dade

I, Oded M. Kaiser, Manager of Biscaya Cocoa Holdings, LLC being first duly sworn, depose and say that I am the fee simple owner of the above-described property, and I hereby authorize

Mary D. Solik of Doty Solik Law to serve as agent on my behalf for the purpose of making and executing this application request. Also, I fully understand that any representation(s) made on my behalf, by my authorized representative, shall be legally binding on me and my aforesaid property as if I myself had made said representation(s).

(OWNER SIGNATURE)

Personally Known ✓ OR Produced Identification ✓

Type of I.D. Produced _____

(Print, Type, or Stamp Commissioned Name of Notary Public)

Notary Public State of Florida
Blanca C Vega
My Commission HH 421283
Expires 7/13/2027

Blanca C. Vega

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 07 day of December, 20 23.

Rev. 4-30-09

BISCAYA COCOA HOLDINGS, LLC

Parcel List

24-36-33-31-A-5

24-36-33-31-C-1

24-36-33-31-D-11

24-36-33-31-D-12

24-36-33-31-D-13

24-36-33-31-C-2

24-36-33-31-*-R.1

24-36-33-31-*-R.2

24-36-33-31-*-R.3

24-36-33-31-*-R.4

24-36-33-31-*-R.5

Detail by Entity Name

Florida Limited Liability Company
BISCAYA COCOA HOLDINGS, LLC

Filing Information

Document Number	L15000184312
FEI/EIN Number	81-1824590
Date Filed	10/29/2015
Effective Date	10/29/2015
State	FL
Status	ACTIVE

Principal Address

325 S Biscayne Blvd
Unit-3423
Miami, FL 33131

Changed: 03/15/2021

Mailing Address

325 S Biscayne Blvd
Unit-3423
Miami, FL 33131

Changed: 03/15/2021

Registered Agent Name & Address

CHARLES RATNER, P.A.
605 LINCOLN ROAD
SUITE 210
MIAMI BEACH, FL 33139

Address Changed: 04/10/2017

Authorized Person(s) Detail

Name & Address

Title MGR

KAISER, ODED M
325 S Biscayne Blvd
Unit-3423
Miami, FL 33131

Title MGR

CAMPOSANO, PABLO A
8525 SW 54 CT
MIAMI, FL 33143

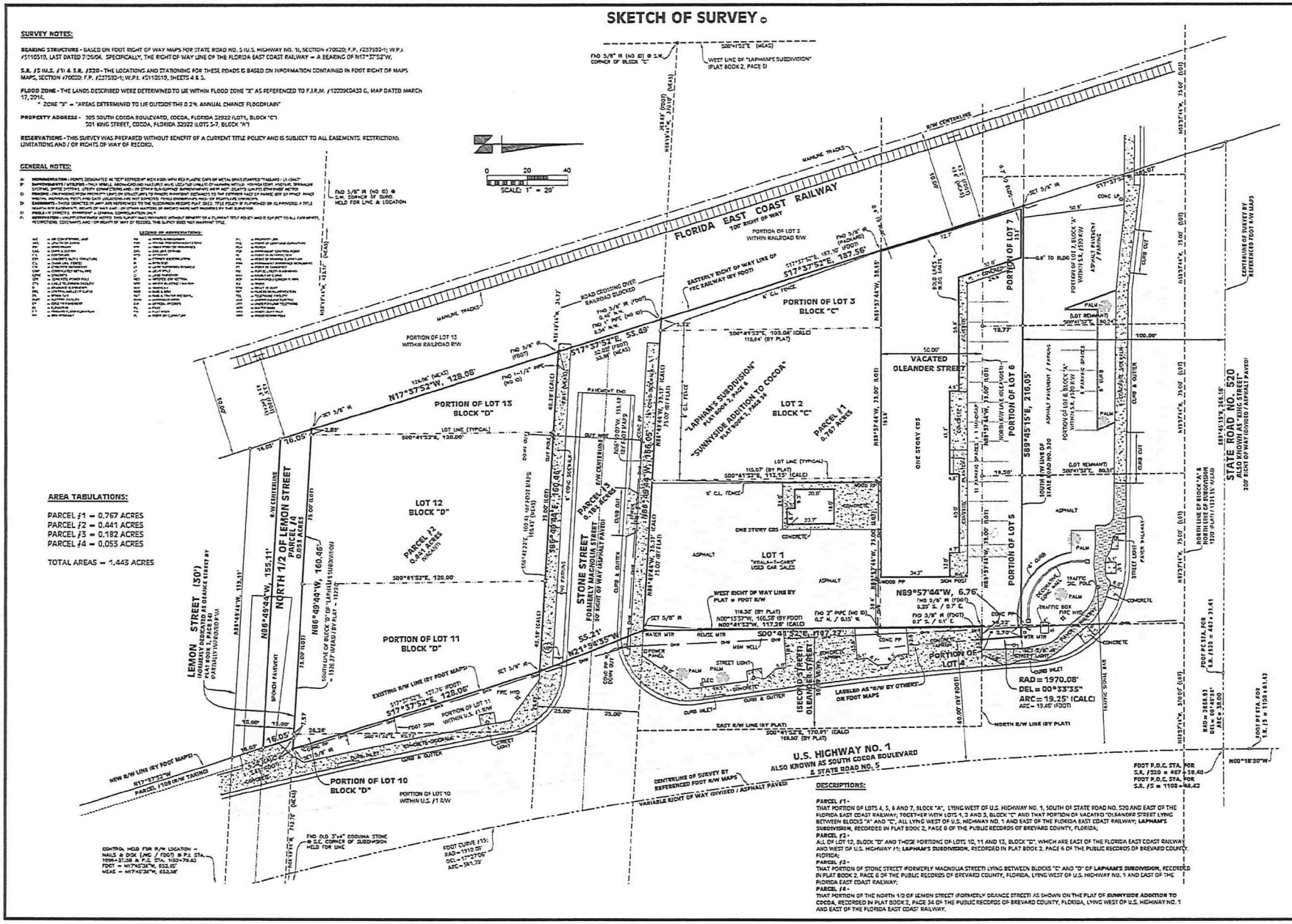
Annual Reports

Report Year	Filed Date
2021	03/15/2021
2022	01/27/2022
2023	03/30/2023

Document Images

03/30/2023 -- ANNUAL REPORT	View image in PDF format
01/27/2022 -- ANNUAL REPORT	View image in PDF format
03/15/2021 -- ANNUAL REPORT	View image in PDF format
02/21/2020 -- ANNUAL REPORT	View image in PDF format
04/30/2019 -- ANNUAL REPORT	View image in PDF format
04/03/2018 -- ANNUAL REPORT	View image in PDF format
04/10/2017 -- ANNUAL REPORT	View image in PDF format
03/30/2016 -- ANNUAL REPORT	View image in PDF format
10/29/2015 -- Florida Limited Liability	View image in PDF format

SKETCH OF SURVEY



SURVEY NOTES:

BEARING STRUCTURE - BASED ON FDOT RIGHT OF WAY MAPS FOR STATE ROAD NO. 5 (U.S. HIGHWAY NO. 1), SECTION #70020, F.P. #237592-1; W.P.I #5110519, LAST DATED 7/09/04. SPECIFICALLY, THE RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY = A BEARING OF N17°37'52"W.

S.R. #5 (U.S. #1) & S.R. #520 - THE LOCATIONS AND STATIONING FOR THESE ROADS IS BASED ON INFORMATION CONTAINED IN FDOT RIGHT OF WAYS MAPS, SECTION #70020: F.P. #237592-1; W.P.I. #5110519, SHEETS 4 & 5.

FLOOD ZONE - THE LANDS DESCRIBED WERE DETERMINED TO LIE WITHIN FLOOD ZONE "X" AS REFERENCED TO F.I.R.M. #12009C0433 G, MAP DATED MARCH 17, 2014.
* ZONE "X" = "AREAS DETERMINED TO LIE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN"

PROPERTY ADDRESS - 305 SOUTH COCOA BOULEVARD, COCOA, FLORIDA 32922 (LOT1, BLOCK "C")
201 KING STREET, COCOA, FLORIDA 32922 (LOTS 5-7, BLOCK "A")

RESERVATIONS - THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A CURRENT TITLE POLICY AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, LIMITATIONS AND / OR RIGHTS OF WAY OF RECORD.

GENERAL NOTES:

- A: MONUMENTATION - POINTS DESIGNATED AS "SET" REPRESENT INCH ROD WITH RED PLASTIC CAPS OR METAL DISK STAMPED "PACKARD / LS 6947"
- B: IMPROVEMENTS / UTILITIES - ONLY VISIBLE, ABOVE-GROUND NATURAL AND MAN-MADE OBJECTS OF HUMAN INTEREST, HOWEVER, SPRINKLER SYSTEMS, WATER SYSTEMS, UTILITY CONNECTIONS AND / OR OTHER SUBSURFACE IMPROVEMENTS, WERE NOT LOCATED UNLESS OTHERWISE NOTED.
- C: FENCING - DISTANCES FROM PROPERTY LINES OR STRUCTURES TO FENCES, PAVEMENT DISTANCES TO THE EXTERIOR FACE OF FENCE, SIDE OF FENCE, AND/OR WIDTHS, INDIVIDUAL POSTS, AND GATE LOCATIONS ARE NOT DEPICTED. FENCE OWNERSHIPS UNLESS OTHERWISE NOTED.
- D: EASEMENTS - UNLESS DIRECTED BY ANY INTERESTED TO THE CONTRARY BEFORE PLAT SALE, TITLE POLICY IF FURNISHED OR AS PROVIDED A TITLE COMMITMENT OR OPINION, REPORT OR DATA AND / OR OTHER MATTERS OF RECORD WERE NOT PROVIDED BY THE SURVEYOR.
- E: BOUNDARY LINES - DESCRIPTIONS AND/OR BOUNDARY LINES DEPICTED WITHOUT BENEFIT OF A CURRENT TITLE POLICY AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, COVENANTS AND / OR RIGHTS OF WAY OF RECORD. THE SURVEY DOES NOT WARRANT TITLE.

LEGEND OF ABBREVIATIONS:

A/C = AIR CONDITIONER UNIT	FIRM = FLOOD INSURANCE RATE MAP	PROP. = PROPERTY LINE
ASPH. = ASPHALT PAVEMENT	FIP = FOUND IRON PIPE	P.O.B. = POINT OF BEGINNING
BLDG. = BUILDING	FIR = FOUND IRON ROD	P.O.C. = POINT OF COMMENCEMENT
BM = BENCH MARK	FIRC = FOUND IRON ROD & CAP	P.R.M. = PERMANENT REFERENCE MONUMENT
C = CALCULATED	FND = FOUND	P.C.P. = PERMANENT CONTROL POINT
CALC = CALCULATED	FPC = FOUND PIPE & CAP	R = RADIUS
CATV = CABLE TV	FPK = FOUND PK NAIL	R/W = RIGHT OF WAY
CB = CATCH BASIN	FPKC = FOUND PK NAIL & CAP	RCP = REINFORCED CONCRETE PIPE
CBS = CONCRETE BLOCK STRUCTURE	FSIR = FOUND SET IRON ROD	RES. = RESIDENCE
CH = CHORD	FSIRC = FOUND SET IRON ROD & CAP	SEC. = SECTION
CL = CENTERLINE	GAR. = GARAGE	SIR = SET IRON ROD
CLF = CHAIN LINK FENCE	I.D. = IDENTIFICATION	SIRC = SET IRON ROD & CAP
CONC. = CONCRETE	INV. = INVERT	SPK = SET PK NAIL
CPP = CONCRETE POWER POLE	L = ARC LENGTH	SPKC = SET PK NAIL & CAP
D = DEED	LB = LICENSED BUSINESS	TEL. = TELEPHONE
DEL = DELTA ANGLE	M = MEASURED	TYP. = TYPICAL
DRIVE = DRIVEWAY	MAS = MASONRY	UP = UTILITY POLE
E = EAST	MB = MAP BOOK	W = WEST
EL. = ELEVATION	MES = MASONRY ENCLOSURE STRUCTURE	WM = WATER METER
ENCL. = ENCLOSURE	MH = MANHOLE	WV = WATER VALVE
EOP = EDGE OF PAVEMENT	N = NORTH	
EOW = EDGE OF WATER	NAD = NORTH AMERICAN DATUM	
FD = FOUND	NGVD = NATIONAL GEODETIC VERTICAL DATUM	
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION	NTS = NOT TO SCALE	
FF = FINISHED FLOOR	OHW = OVERHEAD WIRES	
FFE = FINISHED FLOOR ELEVATION	PB = PLAT BOOK	
FH = FIRE HYDRANT	PG = PAGE	

AREA TABULATIONS:

PARCEL #1 = 0.767 ACRES
PARCEL #2 = 0.441 ACRES
PARCEL #3 = 0.182 ACRES
PARCEL #4 = 0.053 ACRES

TOTAL AREAS = 1.443 ACRES

DESCRIPTIONS:

PARCEL #1 -
THAT PORTION OF LOTS 4, 5, 6 AND 7, BLOCK "A", LYING WEST OF U.S. HIGHWAY NO. 1, SOUTH OF STATE ROAD NO. 520 AND EAST OF THE FLORIDA EAST COAST RAILWAY; TOGETHER WITH LOTS 1, 2 AND 3, BLOCK "C" AND THAT PORTION OF VACATED "OLEANDER STREET LYING BETWEEN BLOCKS "A" AND "C", ALL LYING WEST OF U.S. HIGHWAY NO. 1 AND EAST OF THE FLORIDA EAST COAST RAILWAY; LAPHAM'S SUBDIVISION, RECORDED IN PLAT BOOK 2, PAGE 6 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;

PARCEL #2 -
ALL OF LOT 12, BLOCK "D" AND THOSE PORTIONS OF LOTS 10, 11 AND 13, BLOCK "D", WHICH ARE EAST OF THE FLORIDA EAST COAST RAILWAY AND WEST OF U.S. HIGHWAY #1; LAPHAM'S SUBDIVISION, RECORDED IN PLAT BOOK 2, PAGE 6 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;

PARCEL #3 -
THAT PORTION OF STONE STREET (FORMERLY MAGNOLIA STREET) LYING BETWEEN BLOCKS "C" AND "D" OF LAPHAM'S SUBDIVISION, RECORDED IN PLAT BOOK 2, PAGE 6 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING WEST OF U.S. HIGHWAY NO. 1 AND EAST OF THE FLORIDA EAST COAST RAILWAY;

PARCEL #4 -
THAT PORTION OF THE NORTH 1/2 OF LEMON STREET (FORMERLY ORANGE STREET) AS SHOWN ON THE PLAT OF SUNNYSIDE ADDITION TO COCOA, RECORDED IN PLAT BOOK 2, PAGE 34 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING WEST OF U.S. HIGHWAY NO. 1 AND EAST OF THE FLORIDA EAST COAST RAILWAY.

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, F.A.C. PURSUANT TO SECTION 472.027, FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

Date: 7/20/15

REVISIONS
ORIGINAL SURVEY DATE
MAP/BOUNDARY SURVEY

r.m. packard
SURVEYING & MAPPING, INC.
197 BOUGAINVILLEA DRIVE / SUITE "D"
ROCKLEDGE, FLORIDA 32955
TEL: (321) 639-4646 FAX: (321) 639-4952
WWW.RMPACKARD.COM

BOUNDARY SURVEY FOR:
BISCAYA COCOA HOLDINGS, LLC

DRAWN BY: RMP
CHK'D BY:
DATE: 7/20/15
DWG #: D-15-160
NOTES: FILES
JOB #: 15-160

SHEET 1 OF 1

LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Brevard, State of Florida, and is described as follows:

PARCEL 1:

Lot 1, Block C, less road right-of-way, LAPHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida.

PARCEL 2:

That part of Lots 5, 6 and 7, In Block A, LAPHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida, together with the area formerly contained in Oleander Street, all as described in Official Records Book 441, Page 336 and Official Records Book 460, Page 589, all of the Public Records of Brevard County, Florida.

Also known as:
That portion of Lots 5, 6 and 7, Block "A", LAPHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida, lying South of the road right of way of State Road No. 520 and East of the right of way line of the Florida East Coast Railway, together with the area formerly contained in Oleander Street, all as described in Official Records Book 441, Page 336 and Official Records Book 460, Page 589, all of the Public Records of Brevard County, Florida.

PARCEL 3:

Lot 2, Block C, LAPHAM'S SUBDIVISION, according to the plat thereof, recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida; excepting, however, all land adjoining said Lot on the North and embraced within the area of that portion of Oleander Street which has been vacated.

Also: Begin at the Southeast corner of Lot 3, Block C, LAPHAM'S SUBDIVISION, according to the plat thereof, recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida; thence run along the South line of said Lot West to the East side of the right-of-way of the Florida East Coast Railway, thence run the East side of said railroad right-of-way Northwesterly to the North line of said Lot 3, thence run the North line of said Lot 3 East to the Northeast corner thereof, thence run the East line of said Lot South to the point of beginning, excepting, however, all land adjoining said Lot on the North and embraced within the area of that portion of Oleander Street which has been vacated.

PARCEL 4:

A portion of vacated Stone Street as shown in City of Cocoa Resolution No. 2016-103, recorded in Official Record Book 7724, Page 150 in the Public Records of Brevard County, Florida, more particularly described as follows:

The North half of the following described parcel abutting said Parcels 1 and 3:

That portion of Stone Street (said street being an un-named 50 foot wide right-of-way dedicated by "LAPHAM'S SUBDIVISION", recorded in Plat Book 2, Page 6 and re-dedicated as Magnolia Street by "SUNNYSIDE ADDITION TO COCOA, FLORIDA", recorded in Plat Book 2, Page 34, both of the Public Records of Brevard County, Florida), which lies west of the west right-of-way line of U.S. Highway No. 1 and east of the east right-of-way line of the Florida East Coast Railway (a 100 foot wide right-of-way), more particularly described as follows: Begin at the Southeast corner of Lot 1, Block "C" of "LAPHAM'S SUBDIVISION" recorded in Plat Book 2, Page 6 of the Public Records of Brevard County, Florida, (said point being on the west right-of-way line of U.S. Highway No.1 as defined by Florida Department of Transportation Right of Way Maps, Section 70020, W.P.I. 5110519, F.P. 237592-1, dated 7/30/04), thence run west, along the north right-of-way line of Stone Street, a distance of 156 feet, more or less, to a point on the east right-of-way line of the Florida East Coast Railway; thence southeasterly, along said east right-of-way line, a distance of 53.5 Feet, more or less, to a point on the south right-of-way line of said Stone Street; thence east, along said south right-of-way, a distance of 160 FEET, more or less, to an intersection with the west right-of-way line of U.S. Highway No. 1 (a variable width right-of-way) as defined by the aforesaid Florida Department of Transportation Right of Way Maps; thence northwesterly, a distance of 55 Feet, more or less to the Point of Beginning.

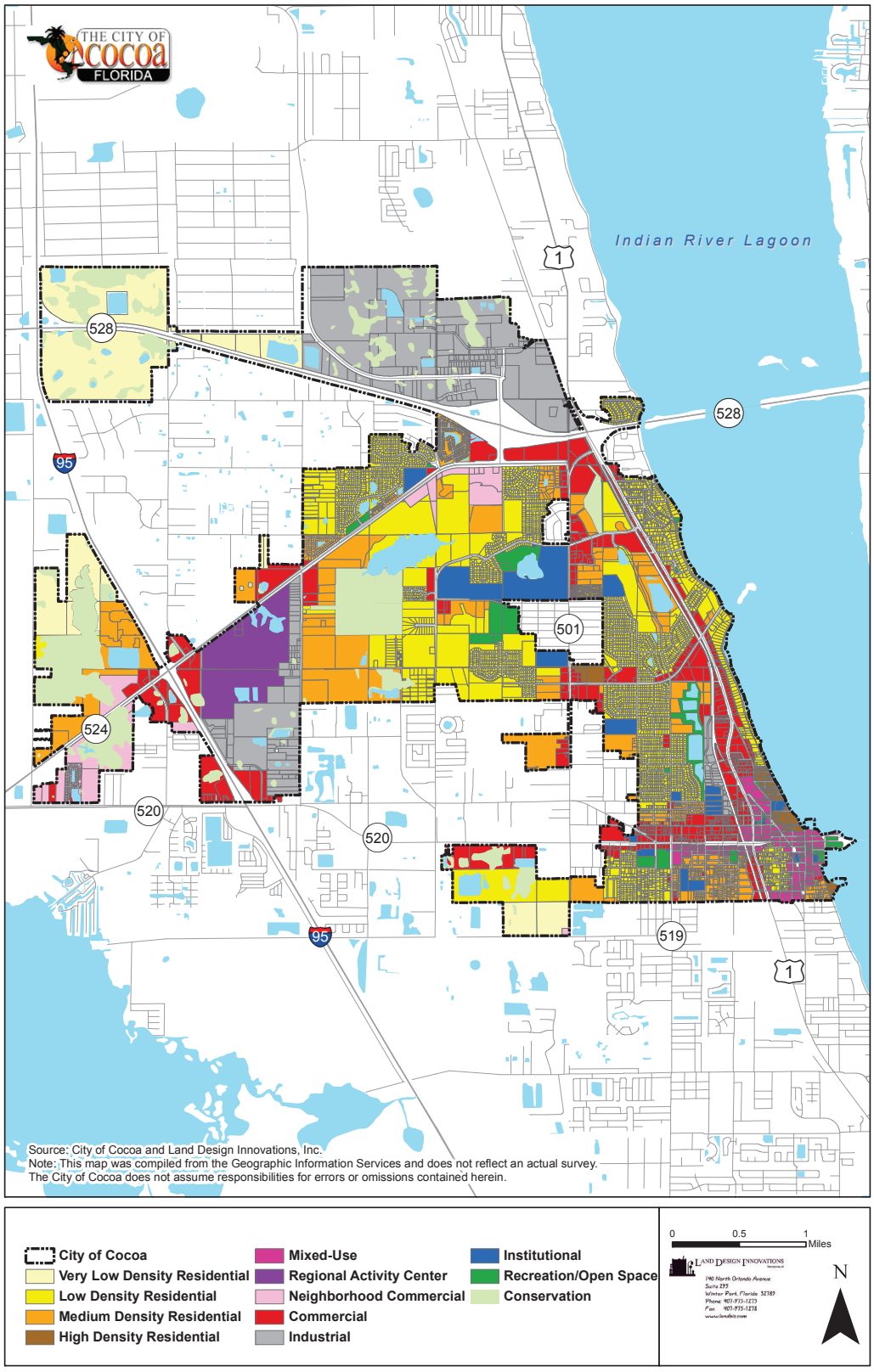
Together with:

Lot 11, Block D of LAPHAM'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 6, of the Public Records of Brevard County, Florida, LESS road right-of-way.

Lot 12, Block D of LAPHAM'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 6, of the Public Records of Brevard County, Florida.

Lot 13, Block D of LAPHAM'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 6, of the Public Records of Brevard County, Florida.

Map M-I-7: Future Land Use Map



LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

CITY OF COCOA (TE)
Accounting Division
City Of Cocoa - Te
65 Stone ST
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

01/23/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 01/23/2024

Legal Clerk

Notary, State of WI, County of Brown

1-7-25

My commision expires

Publication Cost:	$382.88	
Order No:	9756679	# of Copies:
Customer No:	1127247	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KATHLEEN ALLEN
Notary Public
State of Wisconsin

Ad#9756679 1/23/2024

CITY OF COCOA
NOTICE OF PUBLIC HEARING, ZONING MAP AMENDMENT AND SITE PLAN & PRELIMINARY PLAT APPROVAL
NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING:

PZ-24-02100001 – ZONING MAP AMENDMENT (301 S. Cocoa Blvd)

A. Ordinance XX-2024. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; amending the Official Zoning Map designation of eleven (11) parcels of real property, totaling 1.39 acres, more or less, and generally located on the southwest corner of SR-520 and US-1, more particularly depicted and legally described on Exhibit "A" attached hereto, from Commercial Parkway District (C-P) to Neighborhood Commercial (C-N); providing for the repeal of prior inconsistent ordinances and resolutions, severability, and an effective date. Parcel ID numbers: 24-36-33-31-A-5, 24-36-33-31-C-1, 24-36-33-31-D-11, 24-36-33-31-D-12, 24-36-33-31-D-13, 24-36-33-31-C-2, 24-36-33-31-*-R.1, 24-36-33-31-*-R.2, 24-36-33-31-*-R.3, 24-36-33-31-*-R.4, and 24-36-33-31-*-R.5.

PZ-21-00100002- SITE PLAN AND PRELIMINARY PLAT APPROVAL (Lakes at Cocoa Groves)

B. Consideration of a large-scale site plan and preliminary plat, pursuant to Chapter 18 and Appendix A, Zoning, Article XIII, Sec. 1 of the Cocoa City Code, of one (1) parcel of real property, totaling 246.43 acres, more or less, and generally located on the northeast corner of SR-528 and I-95, in Cocoa, Florida, for a residential subdivision of approximately 350 lots with private recreational common space and amenities. Tax Parcel ID number: 24-35-10-00-3.

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD FOR BOTH ITEMS ON:
February 7, 2024
CITY COUNCIL 1st PUBLIC HEARING FOR ITEM A WILL BE HELD ON
February 13, 2024
CITY COUNCIL FINAL PUBLIC HEARING FOR THE PRELIMINARY PLAT IN ITEM B WILL BE HELD ON
February 13, 2024
ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

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: Monica Arsenault, Assistant City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov.

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 BOA, 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 BOA or 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 BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation 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

Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.

Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

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

Special Information for Quasi-Judicial Hearings:

Any person that (1) can demonstrate that they may suffer special damages different in kind and degree from that of the general public at large; and (2) wishes to present factual or expert witnesses and/or evidence at the quasi-judicial hearing is highly encouraged to immediately contact Lucilene Ribeiro, Planner, at (321) 433-8535 or lribeiro@cocoafl.gov, to make proper arrangements for presentation of witnesses and/or evidence. All witnesses should be identified and all evidentiary documents and exhibits that are intended to be distributed to the BOA, P&Z/LPA and City Council should be submitted to Ms. Ribeiro via email or mail at least three (3) days prior to the hearing.

Legislation Details (With Text)

File #:	24-192	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	4/5/2024			**In control:**	City Council
On agenda:	4/9/2024			**Final action:**	
Title:	Pass on FIRST READING Ordinance 5 -2024 a Zoning Map Amendment for a +/- 13.34-acre parcel located at 1600 Flower Mound Lane from Brevard County RU-2-10 (Medium Density Multiple-Family Residential) to City of Cocoa RU-2-15 (Multiple Family Dwelling). (Planning Consultant)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 05-2024 _ Rezoning Flower Mound Ln. Property to RU-2-15 1600 Flower Mound Ln Location.pdf 1600 Flower Mound Ln FLU.pdf 1600 Flower Mound Ln Zoning.pdf Oak Meadows Rezoning Legal Ad - P&Z and 1st CC				

Date	Ver.	Action By	Action	Result

PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AGENDA ITEM

Memo Date: March 27, 2024
Agenda Date: April 3, 2024
Prepared By: Patrick Murray - Planning Consultant
Through: Stockton Whitten - City Manager
Requested Action:
Pass on **FIRST READING** Ordinance 5 -2024 a Zoning Map Amendment for a +/- 13.34-acre parcel located at 1600 Flower Mound Lane from Brevard County RU-2-10 (Medium Density Multiple-Family Residential) to City of Cocoa RU-2-15 (Multiple Family Dwelling).

BACKGROUND:

The applicant, Mr. Tyler Enright of Kimley-Horn and Associates Inc., on behalf of the property owner, Mr. Nick Andersen of Cocoa Leased Housing Associates II, LLLP, is requesting to amend the Zoning Map designation of the +/- 13.34-acre Subject Property located at 1600 Flower Mound Lane. The Parcel ID of the Subject Property is 24-36-30-00-10 and is known as the “Oak Meadows Apartments”. The Subject Property is located at the northwest intersection of Clearlake Rd., and Sunhome St. The request is to assign the RU-2-15, Multiple Family Dwelling zoning designation to the Subject Property as City of Cocoa zoning is currently unassigned.

Following the annexation from Brevard County into the City of Cocoa, the Subject Property was never assigned a zoning category. The purpose of this Zoning Map Amendment is to establish a

zoning category for the Subject Property. As stated above, the Subject Property is currently being utilized as a residential apartment complex with approximately 120 units. The existing Future Land Use designation is Medium Density Residential, which allows a maximum density of 15 dwelling units per acre. There are no plans to redevelop the property as a result of this rezoning application, however the property owner plans to upgrade many areas of the site as part of a Minor Site Plan application. No additional dwelling units are proposed at this time.

Future Land Use Designation: Current: Medium Density Residential
Zoning District: Current: City Zoning Not Assigned - Brevard County RU-2-10
Proposed: City of Cocoa RU-2-15 (Multiple Family Residential)
Existing Land Use: Affordable Multi-Family
Council District: District 2 - Deputy Mayor Hearn
Legal Ad Date: March 19, 2024

Overview of Surrounding Area:

	Future Land Use Designations	**Zoning Districts**	**Land Uses**
North	Brevard County (CC, NC, RES 15)	Brevard County (RU-1-9)	Cemetery
South	Medium Density Residential	RM-3 Planned Residential For Mobile Home Park	Mobile Homes
East	Institutional	Zoning Not Assigned	Cemetery
West	Brevard County (RES 15)	Brevard County (BU-1, RU-1-9)	Single Family Residential

I. Rezoning Analysis

The Planning & Zoning Division staff have reviewed the criteria contained in Appendix A of the City of Cocoa, Article XXI, Section 1(G) as follows:

a. *The proposed change is contrary to the established land use pattern.*

Staff Finding: The surrounding land areas consist of a mixture of residential, non-residential, and institutional uses. The residential uses consist of land zoned City of Cocoa RM-3, developed as mobile homes to the south, whereas the Brevard County RU1-9 designation is developed as single-family homes to the north and west. The proposed RU-2-15 zoning district provides a consistent transition between the two residential uses and is not contrary to the established land use pattern. The Subject Property is currently developed, and any future improvements proposed by the Applicant or Property Owner will be required to comply with the development standards of the RU-2-15, Multiple-Family Dwelling District, of the City's Code of Ordinances. The apartment buildings onsite were constructed in 2009.

b. *The proposed change would create an isolated district unrelated to adjacent and nearby*

districts.

Staff Finding: As noted in the table above, the surrounding zoning districts are a mixture of City of Cocoa RM-3, Brevard County RU-1-9, and other City and County non-residential districts. Further, the abutting property to the east does not have a zoning category assigned to it. There are also two parcels to the north on Dixon Rd. that are designated as RU-2-15. If the Subject Property is designated as RU-2-15, it will not be isolated or unrelated to the adjacent and nearby districts, specifically the abutting residential uses, in particular because the Future Land Use designation assigned to this property is Medium Density Residential. This is the most appropriate zoning district for the existing use of multi-family apartments, which were constructed in 2009.

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 proposed R-2-15 zoning district allows for a maximum of 15 dwelling units per acre for multi-storied structures, or 10 units per acre for single-story structures. Both densities are consistent with what is allowed by the current FLU of MDR (Medium Density Residential), which has a maximum of 15 units per acre.

Further, the Subject Property is already developed at a density of 8.9 dwelling units per acre *(120DUs / 13.3AC = 8.9du/ac)* which does not alter the existing density pattern or increase the load on public facilities.

d. *Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*

Staff Finding: The existing district boundaries are illogically drawn based on the conditions of the area. Assigning the Subject Property the RU-2-15 zoning designation will provide a consistent transition between the City of Cocoa's RM-3 Brevard County's RU-1-9 zoning categories and assign a zoning designation within the City of Cocoa to allow for renovations of the property to occur.

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 existing FLUM designation of the Subject Property is Medium Density Residential. The proposed rezoning is consistent with Future Land Use Element Policy 1.1.2.4. Further, Figure FLU-1, Standards for Future Land Use Categories, which shows that RU-2-15 is an applicable zoning district for the MDR FLU category.

f. *Changed or changing conditions make the passage of the proposed amendment necessary.*

Staff Finding: Following the annexation into the City of Cocoa the Property never received a zoning designation. This proposed change will establish a zoning category where the property is subject to specific regulations as noted in the City's Land Development Code. The proposed zoning will be consistent with the surrounding zoning districts and mix of residential, commercial, and institutional uses.

g. *The proposed change will adversely influence living conditions in the neighborhood.*

Staff Finding: As an established residential use, the Subject Property's proposed RU-2-15 zoning district provides a consistent transition between the two adjacent residential uses and is not contrary to the established land use pattern. It is anticipated that establishing the Subject Property as RU-2-15 would not adversely influence living conditions in the neighborhood as the project has been constructed since 2009.

h. *The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*

Staff Finding: Due to the property being already established as an apartment complex, it is not anticipated that the proposed zoning would create or excessively increase traffic congestion or otherwise affect public safety. As noted above, the maximum density of 15 dwelling units per acre is less than what is allowed under the MDR Future Land Use designation.

i. *The proposed change will create a drainage problem.*

Staff Finding: The Subject Property is already developed and has undergone engineering review before the development of the apartment complex. It is not anticipated that the project will create a drainage problem as any potential issues.

j. *The proposed change will seriously reduce light and air to adjacent areas.*

Staff Finding: The Subject Property is already developed. The zoning of the Property will not further reduce light and air quality to adjacent 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 affected by the proposed rezoning as it is consistent with the existing multi-family use on the property. The proposed RU-2-15 zoning district provides a complementary transition between mobile homes to the south and the single-family home to the north.

l. *The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.*

Staff Finding: The Subject Property is already established as an apartment complex. It is not anticipated that the proposed zoning would be a deterrent to the improvement or development of adjacent property.

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 owner of the subject property as contrasted with the public welfare. The proposed zoning designation meets the requirements of the Comprehensive Plan and is consistent with the residential zoning districts in the surrounding area.

n. *There are substantial reasons why the property cannot be used in accord with existing zoning.*

Staff Finding: The Subject Property does not currently have an assigned zoning category. Further, the proposed zoning (RU-2-15) is consistent with the allowable uses under the "Medium Density Residential" Future Land Use per the City of Cocoa Comprehensive Plan.

o. *Whether the change suggested is out of scale with the needs of the neighborhood of the city.*

Staff Finding: The proposed zoning is not out of scale with the needs of the area and would complement the existing residential scale in the immediate area.

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 Subject Property does not currently have an allocated category and assigning the property to RU-2-15 provides a complementary category to surrounding properties and is consistent with the City's Comprehensive plan designation.

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.

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.

The Subject Property is currently utilizing public facilities and no further impacts are anticipated.

The Planning & Zoning Board met on April 3, 2024 and made a recommendation to City Council to approve the project and requested that the applicant follows City of Cocoa Code of Ordinances, Appendix A, Zoning, Article XIII, Sec 22 Landscape requirements for future site improvements.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

Planning & Zoning Board recommended approval - April 3, 2024.

RECOMMENDED MOTION:

Pass on **FIRST READING** Ordinance 5-2024, a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of the subject parcel, totaling +/-13.34-acres, from Brevard County RU-2-10 (Medium-Density Multiple-Family Residential) to City of Cocoa RU-2-15 (Multiple Family Dwelling).

ORDINANCE NO. 05-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 13.34 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTHWEST CORNER OF CLEARLAKE ROAD AND SUNHOME STREET, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY RU-2-10 (MEDIUM DENSITY MULTIPLE FAMILY) TO CITY OF COCOA 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 the City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from Brevard County Medium Density Multiple Family (RU-2-10) to City of Cocoa Multiple Family Dwelling District (RU-2-15) for the real property identified by Tax Parcel ID Number 24-36-30-00-10 and further depicted and legally described on **Exhibit "A,"** attached hereto and incorporated herein by this reference. City Staff are 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 _____ day of _____, 2024.

_____
MICHAEL C. BLAKE, Mayor

ATTEST:

_____
MONICA ARSENAULT, CMC
City Clerk

Legal Ad Published: _____
First Reading: _____
Legal Ad Published: _____
Second Reading: _____

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION

Legal Description of Subject Property:

Exhibit "A"

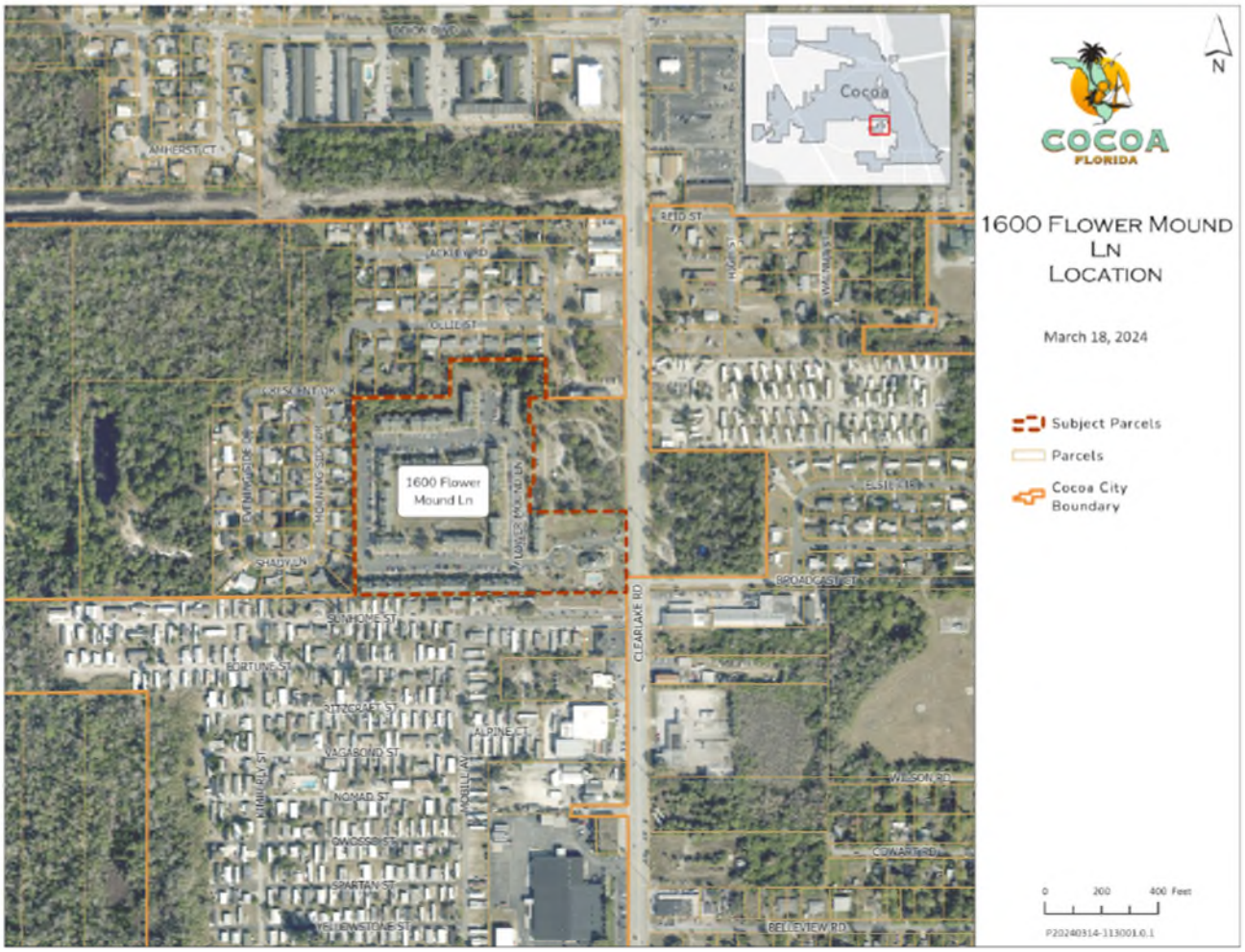
Legal Description of Property

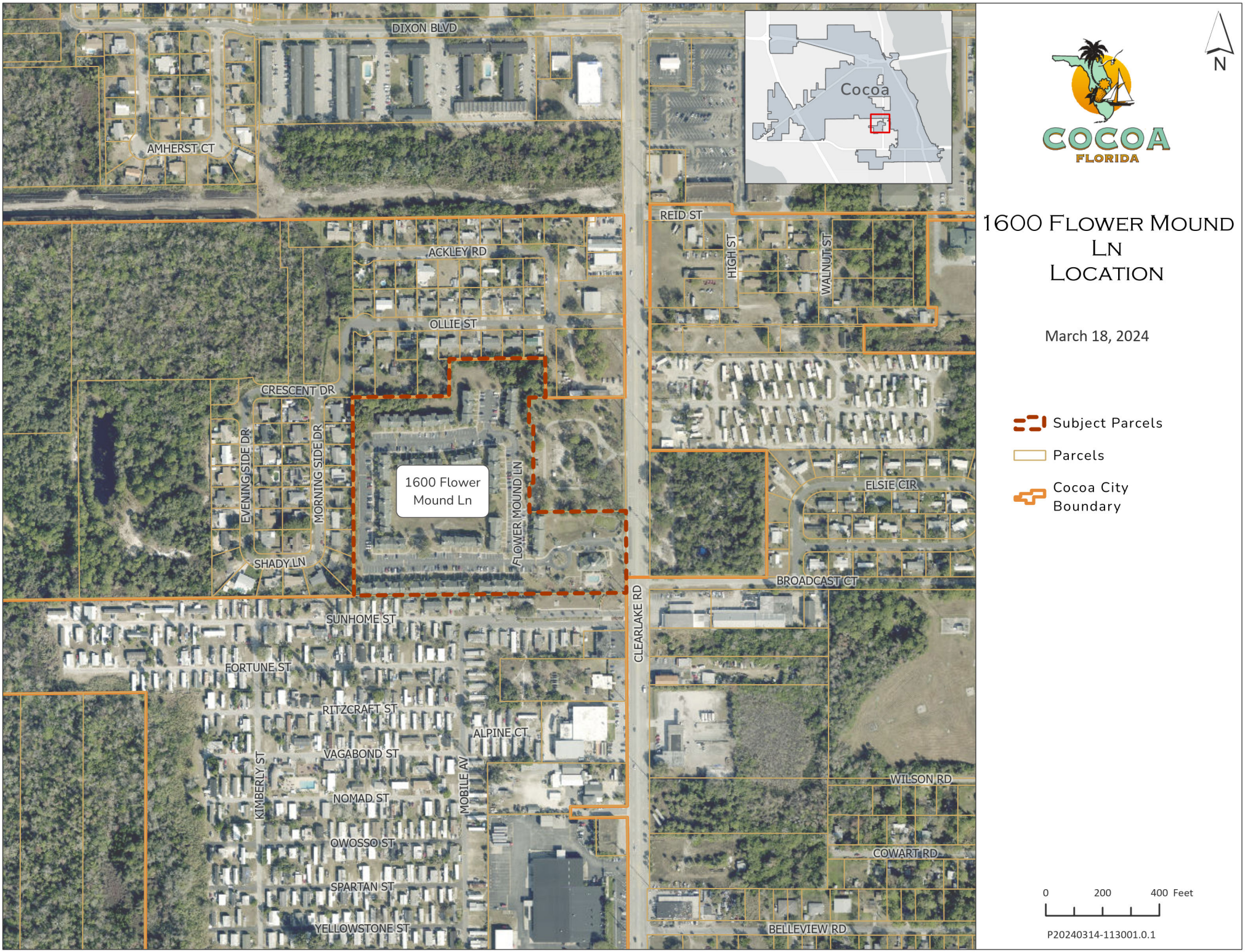
A PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 36 EAST, AND CONTAINING THE PARCELS OF LAND DESCRIBED IN OFFICIAL RECORDS BOOKS 1234, PAGE 1044, 2008, PAGE 973 AND 2038, PAGE 543 ALL LYING IN AND BEING OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID PARCEL BEING DESCRIBED AS FOLLOWS:

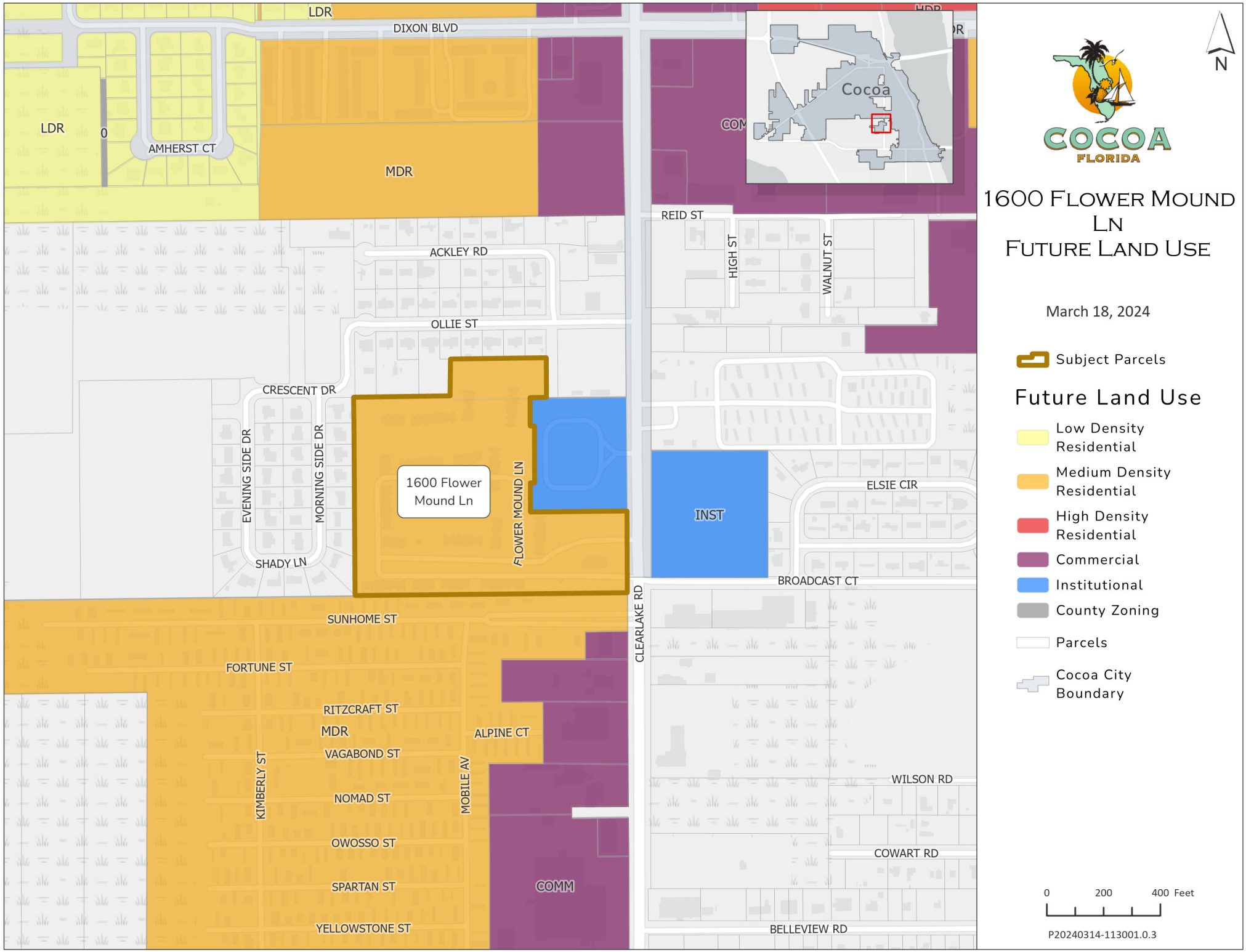
COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30, THENCE S.89°12'02"W., ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, A DISTANCE OF 40.00 FEET TO A POINT LYING ON THE WEST RIGHT OF WAY LINE OF CLEARLAKE ROAD (AN 80.00 FOOT WIDE RIGHT OF WAY) AND SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S.89°12'02"W., ALONG SAID SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, A DISTANCE OF 959.35 FEET TO A POINT LYING ON THE SOUTHERLY PROLONGATION OF THE EAST LINE OF THE PLAT OF ACKLEY SUBDIVISION NO.3 AS RECORDED IN PLAT BOOK 18, PAGE 91 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N.00°27'00"W., ALONG SAID EAST LINE OF SAID PLAT OF ACKLEY SUBDIVISION NO.3, A DISTANCE OF 700.01 FEET TO A POINT LYING ON THE NORTH LINE THE SOUTH 700 FEET OF THE WEST 350 FEET OF THE EAST 1000 FEET OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30; THENCE N.89°12'02"E., ALONG SAID LINE, 339.87 FEET TO A POINT LYING ON THE SOUTHERLY PROLONGATION OF THE WEST LINE OF THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2008, PAGE 973 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG SAID PROLONGATION AND THE BOUNDARIES OF SAID PARCEL OF LAND, THE FOLLOWING FOUR COURSES AND DISTANCES: THENCE N.00°22'16"W., 132.27 FEET; THENCE N.89°17'44"E., 340.00 FEET; THENCE S.00°22'16"E., 139.67 FEET; THENCE S.89°34'04"W., 60.30 FEET TO THE NORTHEAST CORNER OF BLOCK 1 AS SHOWN ON THE PLAT OF PINECREST CEMETERY AS RECORDED IN PLAT BOOK 8, PAGE 23 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG THE BOUNDARIES OF SAID BLOCK 1, THE FOLLOWING FIVE COURSES AND DISTANCES; THENCE S.00°25'56"E., 100.00 FEET; THENCE N.89°34'04"E., 15.00 FEET; THENCE S.00°25'56"E., 200.00 FEET; THENCE S.89°34'04"W., 15.00 FEET; THENCE S.00°25'56"E., 102.43 FEET TO A POINT LYING ON THE NORTH LINE OF THE SOUTH 290 FEET OF THE EAST 650.00 FEET OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30; THENCE N.89°12'02"E., ALONG SAID LINE, 340.01 FEET TO A POINT LYING ON THE AFORESAID WEST RIGHT OF WAY LINE OF CLEARLAKE ROAD; THENCE S.00°25'56"E., ALONG SAID RIGHT OF WAY LINE, 290.01 FEET TO THE POINT OF BEGINNING.

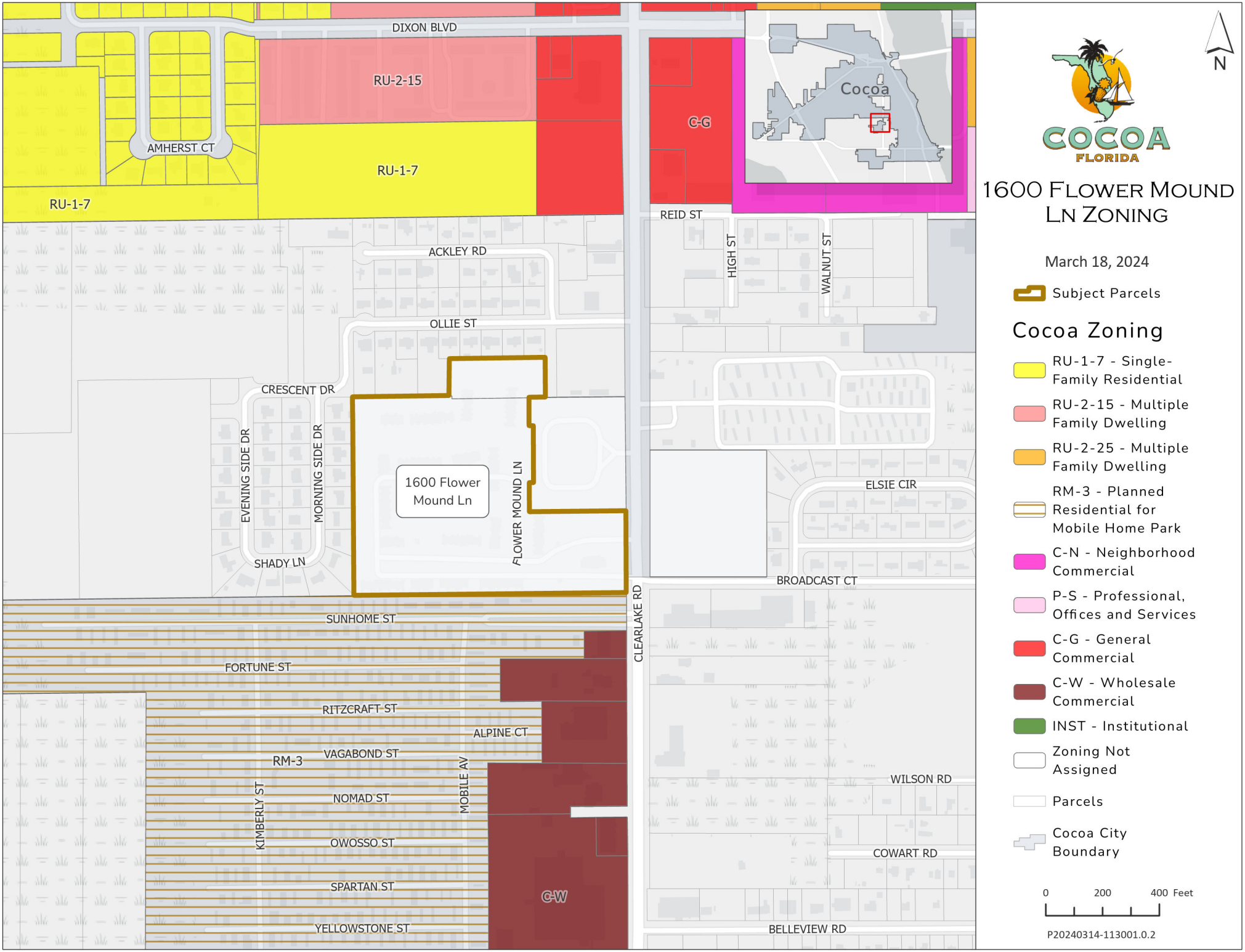
CONTAINING 13.33 ACRES MORE OR LESS.

Depiction of Subject Property:




DIXON BLVD
AMHERST CT
ACKLEY RD
OLLIE ST
CRESCENT DR
EVENING SIDE DR
MORNING SIDE DR
SHADY LN
1600 Flower Mound Ln
FLOWER MOUND LN
REID ST
HIGH ST
WALNUT ST
ELSIE CIR
BROADCAST CT
CLEARLAKE RD
SUNHOME ST
FORTUNE ST
RITZCRAFT ST
ALPINE CT
VAGABOND ST
KIMBERLY ST
MOBILE AV
NOMAD ST
OWOSSO ST
SPARTAN ST
YELLOWSTONE ST
WILSON RD
COWART RD
BELLEVIEW RD
Cocoa
N
COCOA
FLORIDA
1600 Flower Mound Ln Location
March 18, 2024
Subject Parcels
Parcels
Cocoa City Boundary
0
200
400 Feet
P20240314-113001.0.1


LDR
DIXON BLVD
LDR
AMHERST CT
MDR
ACKLEY RD
OLLIE ST
CRESCENT DR
EVENING SIDE DR
MORNING SIDE DR
SHADY LN
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FLOWER MOUND LN
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FORTUNE ST
RITZCRAFT ST
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VAGABOND ST
KIMBERLY ST
NOMAD ST
MOBILE AV
ALPINE CT
OWOSSO ST
SPARTAN ST
COMM
YELLOWSTONE ST
REID ST
HIGH ST
WALNUT ST
INST
ELSIE CIR
BROADCAST CT
CLEARLAKE RD
WILSON RD
COWART RD
BELLEVIEW RD
Cocoa
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COCOA
FLORIDA
1600 Flower Mound Ln
Future Land Use
March 18, 2024
Subject Parcels
Future Land Use
Low Density Residential
Medium Density Residential
High Density Residential
Commercial
Institutional
County Zoning
Parcels
Cocoa City Boundary
0
200
400 Feet
P20240314-113001.0.3


DIXON BLVD
RU-2-15
RU-1-7
AMHERST CT
RU-1-7
C-G
Cocoa
REID ST
HIGH ST
WALNUT ST
ACKLEY RD
OLLIE ST
CRESCENT DR
EVENING SIDE DR
MORNING SIDE DR
SHADY LN
1600 Flower Mound Ln
FLOWER MOUND LN
ELSIE CIR
BROADCAST CT
CLEARLAKE RD
SUNHOME ST
FORTUNE ST
RITZCRAFT ST
ALPINE CT
VAGABOND ST
RM-3
KIMBERLY ST
NOMAD ST
MOBILE AV
OWOSSO ST
SPARTAN ST
C-W
YELLOWSTONE ST
WILSON RD
COWART RD
BELLEVIEW RD
N
COCOA
FLORIDA
1600 Flower Mound Ln Zoning
March 18, 2024
Subject Parcels
Cocoa Zoning
RU-1-7 - Single-Family Residential
RU-2-15 - Multiple Family Dwelling
RU-2-25 - Multiple Family Dwelling
RM-3 - Planned Residential for Mobile Home Park
C-N - Neighborhood Commercial
P-S - Professional, Offices and Services
C-G - General Commercial
C-W - Wholesale Commercial
INST - Institutional
Zoning Not Assigned
Parcels
Cocoa City Boundary
0
200
400 Feet
P20240314-113001.0.2

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

CITY OF COCOA (TE)
Accounting Division
City Of Cocoa - Te
65 Stone ST
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

03/19/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 03/19/2024

Legal Clerk

Keegan Moran
Notary, State of WI, County of Brown

2-14-28
My commission expires

Publication Cost:	$295.94		
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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KEEGAN MORAN
Notary Public
State of Wisconsin

AD#9964357 3/19/2024

CITY OF COCOA
NOTICE OF PUBLIC HEARING
ZONING MAP AMENDMENTS

NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY
AND THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING:

PZ-24-02100002 – 1600 Flower Mound Lane, Cocoa Fl 32922

A. Ordinance XX-2024. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; amending the Official Zoning Map designation of one 1 parcel of real property, totaling 13.34 acres, more or less, and generally located on the northwest corner of Clearlake Rd and Sunhome St, from Brevard County RU-2-10 (Medium Density Multiple Family) to City of Cocoa RU-2-15 (Multiple Family Dwelling District); providing for the repeal of prior inconsistent ordinances and resolutions, severability, and an effective date. Tax Parcel ID number: 24-36-30-00-10

Planning and Zoning Board
Wednesday, April 3rd, 2024.

City Council First Reading
Tuesday, April 9th, 2024.

ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

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: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at marsenault@cocoafl.gov.

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 BOA, 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 BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation 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

Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451.

Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.

Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

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

Special Information for Quasi-Judicial Hearings:

Any person that (1) can demonstrate that they may suffer special damages different in kind and degree from that of the general public at large; and (2) wishes to present factual or expert witnesses and/or evidence at the quasi-judicial hearing is highly encouraged to immediately contact Lucilene Ribeiro, Planner, at (321) 433-8535 or lribeiro@cocoafl.gov, to make proper arrangements for presentation of witnesses and/or evidence. All witnesses should be identified and all evidentiary documents and exhibits that are intended to be distributed to the BOA, P&Z/LPA and City Council should be submitted to Ms. Ribeiro via email or mail at least three (3) days prior to the hearing.

Legislation Details (With Text)

File #:	24-099	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Agenda Ready
File created:	2/22/2024			**In control:**	City Council
On agenda:	4/9/2024			**Final action:**	
Title:	Approve the current Code Enforcement Lien for the vacant residential property located at 2546 N Indian River Dr, be reduced to $3,033.26. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	LR Appl..pdf LR Staff Report.pdf Cost Aff -2546.pdf 1. NOV.pdf Letter.pdf Email (2).msg Email (7).msg 1. Facts.pdf 2. Order.pdf LR 15Feb24 Min..pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 22, 2024
Agenda Date: March 26, 2024
Prepared By: Darla Crowl, (Code Enforcement Coordinator)
Through: Evander Collier, IV, (Police Chief)
Requested Action:
Approve the current Code Enforcement Lien for the vacant residential property located at 2546 N Indian River Dr, be reduced to $3,033.26.

BACKGROUND:

CASE # 22-50

In general, Section 6-707 of the City Code provides that the City considers the following factors when reviewing a code lien reduction application:

(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.

After a recommendation has been rendered by the code enforcement board, 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. 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. 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.

The Code Enforcement Board held a public hearing on **5/19/2022**, at which time the Board found the owner, **Jason S. ValaVanis & Louis A ValaVanis** in violation of the following:

- **Site Plan Approval Required, App. A Art. XIII Sec. 1(B)**

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **9/15/2022.**

The lien ran at **$250.00** per day from **8/18/2022** until compliance was achieved on **10/30/2023**. Code records show onsite inspections were conducted by **Me**. The case was closed leaving a fine of **$109,510.00**.The current owner, **Jason & Lois ValaVanis**, is requesting that the lien be reduced to **$0.00**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **No, this is a vacant residential land**
- The number of violations related to the subject lien; **One**
- Number of Inspections performed: **21**
- Property Taxes: **Taxes are paid through 2023**
- Other Liens: **Records show no outstanding liens on the property. No water liens**

- Property Inspection: **The property was inspected this morning, February 15, 2024 and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$66,000.00** according the Brevard County Property Appraiser as a **Vacant residential land**.

Staff submits their cost sheet and the in the total amount of **$3,033.26**

Staff's recommendation is that the fine/lien be reduced to **$3,033.26** which is the cost of staff to prosecute this case**.** This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

STRATEGIC PLAN CONNECTION:

Crime, Image and Community Development

BUDGETARY IMPACT:

None.

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting February 15, 2024, recommended that the lien be reduced to $3,033.26.

RECOMMENDED MOTION:

Approve the current Code Enforcement Lien for the vacant residential property located at 2546 N Indian River Dr, be reduced to $3,033.26

$20 - pd. 12/28/23 CK# 5787

Application # CE - _____ - _____

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
DEC 28 2023
BY:
Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** 12/22/2023

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): Self

Name: JASON VALAVANIS

Mailing Address: 3640 INDIAN RIVER DR.

City: COCOA State: FL. Zip Code: 32926

Phone #: 321·960·1280 Fax #: 866·840·8230

Mobile #: _____ E-mail: VICMAX1@ME.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): _____

Name: JASON VALAVANIS

VACANT LOT

Mailing Address: 2546 INDIAN RIVER DR.

City: COCOA State: FL. Zip Code: 32922

Phone #: _____ Fax #: _____

Mobile #: 321·960·1280 E-mail: _____

4. **Information for property on which lien occurs:**

Street Address and Location: 2546 INDIAN RIVER DR. COCOA 32922

Parcel ID:

24-36-17-54-A□□□□.2-

□□□□.□□

Tax Account Number:

2413984

Existing Use(s) on Property: RES. LOT - VACANT

Proposed Use(s) on Property: SINGLE FAMILY

(If residential – (circle one) **owner occupied** or **rental**), if rental does property owner anticipate accepting any state or federal rental subsidies?

Nature of Violation(s): SITE PLAN APPROVAL

Date Fine or Lien Imposed: 9/15/2022 Amount of Fine: $109,510.00 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: 10/30/2023

5. **Please provide the following information:**

Code enforcement case number: 22-0050

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? 410

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? _____

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:
NOT A self imposed VIOLATION. Neighbors CAUSED VIOLATION. PLUS ONGOING MISUNDERSTANDING ON THE CORRECTION PROCESS.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:
OUT OF TOWN. WE WERE OUT OF THE COUNTRY - PLUS APPLICATION PAPERWORK WAS LOST AT CITY HALL.

Amount you are requesting that the lien be reduced to: $ 0.00 Please

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:
WE SPENT > $20,000 TO CORRECT EVERYTHING.

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.**

   $20

   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. JASON VALAVANIS 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.

(APPLICANT SIGNATURE)

Rosemary J. Castronovo
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of I.D. Produced _____

Rosemary J Castronovo
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 22nd day of December, 2023

Notary Public State of Florida
Rosemary J Castronovo
My Commission HH 024690
Expires 08/25/2024

Property Information

Address: 2546 N INDIAN RIVER DR
COCOA, FL 32922
Location ID: 236782
PARCEL NUMBER:
Alternate ID #:
Zoning: NA NOT AVAILABLE
Subdivision:

Property Address Map
2546 N INDIAN RIVER DR COCOA,FL 32922 .00 .00 X 236782

Case General Information

Case status: RL Running Lien
Status date: 10/25/2022
Case type: PERM Unpermitted Work
Reported date: 2/02/2022
Origination: OO Officer Observed
Default inspector: AGR Gonzalez-Ruiz, Augusto
Credit balance: .00
Disposition: Public
Pin number: 700000

Owner Information

Owner name: * NONE *
Address:
City:
Phone: 0
Notice:
Flip:

Violations

Type	Status	Location	Quantity	Date Established	Date Resolved
No violations exist					

Case Data

Description	Data
Extension Time	
Commercial Y/N	
Owner Occupied Y/N	
Residential Y/N	
Vacant Y/N	
Rental Y/N	
Right-of-Way	
Zoning Code	NOT AVAILABLE

Active Inspections

Type	Insp ID	Schedule Date
No scheduled inspections exist		

Type	Description	Transaction	Amount Due	Amount Billed	Starting date	Ending date	Daily fee	Lien amount

Type	Description	Transaction	Amount Due	Amount Billed	Starting date	Ending date	Daily fee	Lien amount	Lien paid
	(Continued)								
AM	Administration Fee	10.00	10.00	.00	10/25/2022		.00	.00	.00
LF	Code Board Fine to Lien	109500.00	109500.00	.00	8/18/2022		250.00	.00	.00
		109510.00	109510.00	.00				.00	.00

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
2/15/2024

LIEN REDUCTION REQUEST FOR
2546 N Indian River Dr

CASE # 22-50

The Code Enforcement Board held a public hearing on **5/19/2022**, at which time the Board found the owner, **Jason S. ValaVanis & Louis A ValaVanis** in violation of the following:

- **Site Plan Approval Required, App. A Art. XIII Sec. 1(B)**

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **9/15/2022.**

The lien ran at **$250.00** per day from **8/18/2022** until compliance was achieved on **10/30/2023**. Code records show onsite inspections were conducted by **Me**. The case was closed leaving a fine of **$109,510.00**.The current owner, **Jason & Lois ValaVanis**, is requesting that the lien be reduced to **$0.00**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **No, this is a vacant residential land**
- The number of violations related to the subject lien; **One**
- Number of Inspections performed: **21**
- Property Taxes: **Taxes are paid through 2023**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, February 15, 2024 and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$66,000.00** according the Brevard County Property Appraiser as a **Vacant residential land**.

Staff submits their cost sheet and the in the total amount of **$3,033.26**

Staff's recommendation is that the fine/lien be reduced to **$3,033.26** which is the cost of staff to prosecute this case**.** This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case

Case#: CE-22-50 **Date: 2/12/24**

Jason S. ValaVanis; Lois A. ValaVanis

Site Address: 2546 N Indian River Dr.

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-$35.06, Coordinator-$36.06, Manager-$48.54, Chief-$69.71 & City Attorney-$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	21	0.75	$35.06	$552.20
2	Code Manager	4	0.75	$48.54	$145.62
3					
				Total A1	$697.82

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	25	0.5	35.06	$876.50
2	Code Manager	4	0.5	48.54	$194.16
3					
				Total A2	$1,070.66

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	15	$36.06	$540.90
2	City Attorney	Case Duties	3	$150.00	$450.00
3	Chief	Board Hearings	0	$69.71	$0.00
4					
5					
				Total A3	$990.90

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	350	$0.35	$122.50
2	Large Envelope	52	$0.64	$33.28
3	Standard Envelope	12	$0.10	$1.20
4	Color Photo Prints	86	$0.55	$47.30
5	Standard Mail	6	$0.55	$3.30
6	Certified Mail	5	$5.26	$26.30
7	Recording Fees	4	$10.00	$40.00
8				
9				
			Total B	$273.88

C. Total Amount of Cost (A1+A2+A3+B): $3,033.26

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 2/4/2022
CASE: 22-0050

To: VALAVANIS, JASON S; VALAVANIS, LOIS A
3640 INDIAN RIVER DR N
COCOA FL 32926

Notice of Violation

Address of Violation: 2546 N INDIAN RIVER DR COCOA FL 32922
Parcel Control No.: 24-36-17-54-A-1
Legal Description: CARLETON TERR RESUBD OF BLKS A,B,C LOT 1BLK A OF PB 5 PG 90 & PART OF GOVT LOT 3BEING A PARCEL OF LAND BOUNDED ON THEWEST BY INDIAN RIVER DRIVE, BOUNDED ON THENORTH BY THE SOUTH LINE OF LOT 1 BLK A OF PB5 PG 90, BOUNDED ON THE EAST BY THE INDIANRIVER & BOUNDED ON THE SOUTH BY A LINE 95.76FT NORTH OF THE NORTH LINE OF LOT 11 BLK BOF PB 5 PG 90

PURSUANT to Section 162.06, *Florida Statutes*, and Chapter 6, of the City of Cocoa Code of Ordinances, the undersigned Code Enforcement Officer hereby gives notice of violation(s) of the City Of Cocoa Code of Ordinances, as more specifically described below. Respondent(s) is/are hereby Notified that corrective action(s) to cure the Violation(s) must be taken. The following must be corrected within 30 days.

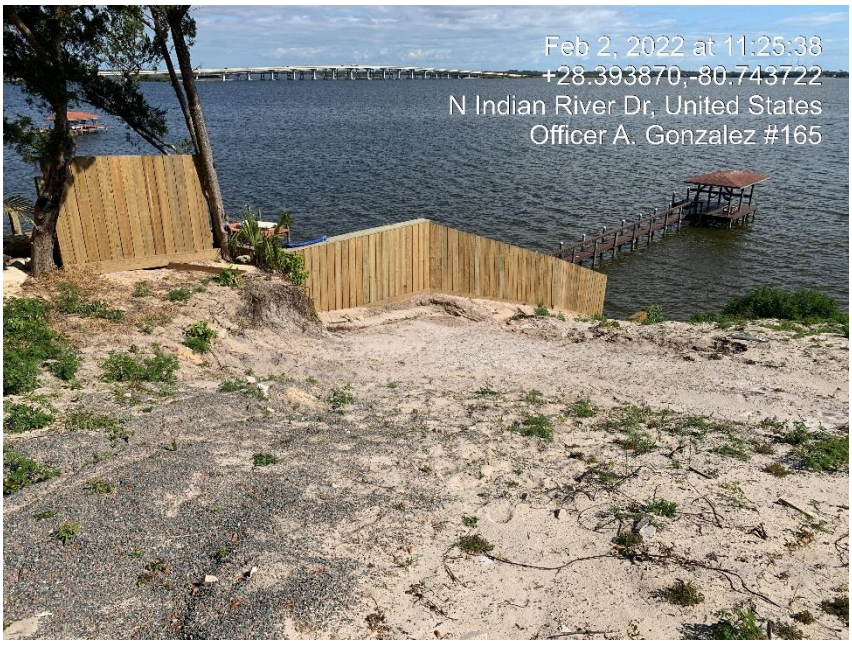
City of Cocoa Code Violation(s):

Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d

Permit Required App A Art. XV Sec 2 (a)

Clearance of land required Ch.6 Sec. 6-901

Site Plan Approval Required. App.A, Art.XIII, Sec.1(B)



Corrective Action*:*

Please remove or place all outside storage, trash, junk, and debris in a fully enclosed building.

Please obtain proper permits from the Building Dept.

Please mow, maintain, & clean the property. Grass can not exceed 12 inces in height not limited to right-of-way, easements or alleys.

Apply for a site-plan with the city of Cocoa planning and department

In the event that the violation is/are not corrected within the time, set forth above a Notice to Appear will be sent scheduling this matter to the City of Cocoa Code Enforcement Board For further action. The Code Enforcement Board may enter an order requiring the Respondent(s) to correct the violation(s) and penalties may be assessed up to $250 per day for first time violations described in this notice until the violation(s) has/have been corrected. If the violation(s) is/are corrected within the time required, the Respondent(s) must immediately notify the Code Enforcement Officer and request an inspection. If the respondent requires additional time, it is the respondent's duty to notify the code enforcement officer to determine reasonable time.

If you have any questions regarding this Notice of Violation or the recommendations contained herein, do not hesitate to contact the below signed Code Enforcement Officer.

Augusto Gonzalez

Augusto Gonzalez
Code Enforcement Officer
321-482-4608|aruiz@cocoafl.org
Tuesday- Friday 7am-6pm

From: Jason ValaVanis
3640 Indian River Dr.
Cocoa, FL 32926

16 March 2022

To: Augusto Gonzalez
Code Enforcement
City of Cocoa

Re: Your Notice of Violation dated 02-4-22 for 2546 Indian River Dr., Cocoa FL 32922

Dear Mr. Gonzalez,

I am in receipt of your letter and it is very confusing. You claim my property has accumulated trash. I went there and don't see it. If there was trash on the lot, it appears to be gone. Also, your letter states that I have cleared the lot. Not true, the lot was cleared of pepper trees over a decade ago along with an old house and a dilapidated garage. Permits for each were obtained from the City of Cocoa. Also, I have photographs of the lot cleared from that time if you wish to see them. Just reach out.

As well, the recent activity on aforementioned lot is due to my neighbor (2600 Indian River Dr.) using my lot without my initial knowledge to access their backyard for questionable construction. In doing so, their contactors' heavy equipment disturbed the grasses and exposed the ground/sand. Yes, there were a significant amount of pepper trees on the lot and the contractor removed them as a courtesy in exchange of disturbing the surface. Also, in order to reduce erosion (which did not enter the lagoon), the contractor, as a courtesy, spread tiny pebbles on the surface of the first 30-40 ft along the shoulder. I believe it was a modest spread and it is basically now mixed in with the soil. In my opinion, the impact was less than negligible. Apparently, your office sees this differently. Please detail the impact and why it is a violation. Please, explain in detail, without just quoting Florida Statute numbers, why your office has determined this to be a significant environmental problem.

I took a sample of the pebbles to a landscaper and he said it looks like #8 or #89 pea stone. He actually laughed when I said the City of Cocoa thinks it is a State violation to place it on a private lot. He said it is used all the time in landscaping and for anti-erosion. He said he would gladfully testify in front of judge on my behalf – for free.

Mr. Gonzalez, your letter demands that I correct the violation(s) by removing all debris and placing it in a building. Did you actually mean that? Which building do you suggest? Please elaborate. Remember, the lot is vacant. Also, your letter demands that I obtain a permit. A permit for what? I am not building anything. I am not clearing anything. A permit to remove pepper trees? I understand that is not required under Florida law. Please elaborate. Also, you demand that I apply for a site plan. A site plan for what? Please elaborate.

Mr. Gonzalez, I would heartfully appreciate an explanation, in detail, what you are referring to, what the actual violations are, and why you have chosen to harass me. Is it only needed for a grumpy neighbor to call your office and file a baseless complaint for you to harass a longstanding taxpayer?

I demand a full explanation of your claims of violations. If not please accept the decency of the situation that a Cocoa property owner is being conscientious enough to remove pepper trees, stay compliant, and contribute to the beauty of the Cocoa Indian River Lagoon scenic area. Please respond accordingly.

With best Regards,



Jason ValaVanis
321-960-1280 Cell

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 22-0050
9/15/2022

THE CITY OF COCOA
A Florida Municipal Corporation

Complainant,

vs.

VALAVANIS, JASON S; VALAVANIS, LOIS A
Owners of the Property located at:
2546 N INDIAN RIVER DR
Cocoa FL 32922

Parcel ID: 24-36-17-54-A-1

Respondent,
_____/

CORRECTIVE ORDER IMPOSING ADMINISTRATIVE FINE/LIEN *NUNC PRO TUNC*

THIS CAUSE came on for a duly noticed compliance hearing before the Code Enforcement Board of the City of Cocoa, Florida, on 9/15/2022. Based on the evidence and testimony presented, the Board finds and orders:

1. Respondent is the owner of the Subject Property.

2. The Code Enforcement Board previously found Respondent in violation of City Code App. A, Art. XIII, Sec. 1(B) - Site Plan Approval Required, and ordered the property to be brought into compliance by August 18, 2022, or a fine in the amount of $250.00 per day would be imposed until compliance is achieved.

3. Respondent was provided notice of the compliance hearing and did not attend.

4. The City's Power Point presentation was admitted into evidence. Testimony provided by the code enforcement officer was that the violation(s) remain. No application for site plan approval was submitted to the City.

5. Based on the evidence and testimony provided at the hearing, which is incorporated into this Order, the Code Enforcement Board finds that the Subject Property remains in violation of the above code(s), and a fine in the amount of $250 per day is imposed commencing August 19, 2022, and continuing daily until the violations are corrected to the satisfaction of the code enforcement officer. Respondent must contact the code enforcement officer to request an inspection to verify compliance.

6. A certified copy of this Order may be recorded in the public records and shall constitute a lien against the Subject Property and any other real or personal property owned by Respondent.

7. This Corrective Order is entered to correct a scrivener's error in the Board's Order Imposing Fine that incorrectly stated the fine as $25.00 per day rather than $250 per day. This Corrective Order is consistent with the action taken by the Board at the compliance hearing.

DONE AND ORDERED *nunc pro tunc* at Cocoa, Florida, this 19th, day of January, 2023.

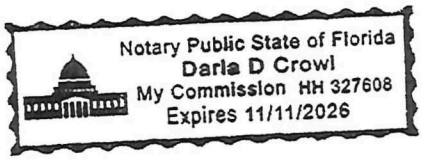
CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA

Chairman

CERTIFICATION:
State of Florida, County of Brevard

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 19 day of January, 2023, by the Chairman of the City of Cocoa Code Enforcement Board.

Notary Public Signature



CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 22-0050
9/15/2022

2

THE CITY OF COCOA
A Florida Municipal Corporation

Complainant,

vs.

VALAVANIS, JASON S; VALAVANIS, LOIS A
Owners of the Property located at:
2546 N INDIAN RIVER DR
Cocoa FL 32922

Parcel ID: 24-36-17-54-A-1

Respondent,
_____/

CFN 2023038749, OR BK 9726 PAGE 1027
Recorded 02/27/2023 at 12:06 PM, Rachel M. Sadoff
Clerk of Courts, Brevard County
Pgs 2

CORRECTIVE ORDER IMPOSING ADMINISTRATIVE FINE/LIEN *NUNC PRO TUNC*

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DONE AND ORDERED *nunc pro tunc* at Cocoa, Florida, this 19th, day of January, 2023.

CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA

Chairman

CERTIFICATION:
State of Florida, County of Brevard

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Notary Public Signature

Notary Public State of Florida
Darla D Crowl
My Commission HH 327606
Expires 11/11/2026

would be half of the cost for the lien. Mrs. Acosta stated that half the lien would be $28,875.00.

Property owner was sworn in: Rufus Murphy Jr., 633 S Varr Ave

Mr. Murphy explained why it took the length of time to fix the violations. Mr. Murphy was a contractor for the military in the middle east since 2015 working on nuclear plants. Mr. Murphy returned home in 2022 and was unaware of any violations or liens on the property as his wife was in late stages of multiple sclerosis did not let him know what was going on with the property. While Mr. Murphy was overseas when Covid 19 hit and he was unable to reenter the country. Mr. Murphy explained since he returned he made sure the violations were fixed. Vice Chair Brown wanted to make a motion and Chairman Roberts explained that there was no way that a motion was to be made for half of the lien when a business was given staff's cost. Attorney Babb-Nutcher explained also that Mr. Murphy's testimony was that he fixed the property before the Code Officer's could confirm it. If that's the testimony and its unrebutted testimony then that total fine should actually be a lot less. Mr. Otero asked questions of Mr. Murphy about who was living at the property when he was out of the country. More discussion amongst the Board members and staff.

Motion by Mr. Brown, seconded by Mr. Otero, to approve staff's recommendation to City Council the lien reduction be in the amount of two thousand six hundred fifty-four dollars and seventy-seven cents **($2,654.77).** Vote: Yay (2) Nay (3) **Motion does not pass.**

Motion by Mrs. Acosta, seconded by Mr. Roberts, to amend staff's recommendation to City Council the lien reduction be in the amount of one thousand five hundred dollars **($1,500.00).** Vote on the motion carried unanimously.

3. CE-22-50 – 2546 N Indian River Dr.

The Code Enforcement Board held a public hearing on **5/19/2022**, at which time the Board found the owner, **Jason S. ValaVanis & Louis A ValaVanis** in violation of the following:

- **Site Plan Approval Required, App. A Art. XIII Sec. 1(B)**

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **9/15/2022.**

The lien ran at **$250.00** per day from **8/18/2022** until compliance was achieved on **10/30/2023**. Code records show onsite inspections were conducted by **Me**. The case was closed leaving a fine of **$109,510.00**.The current owner, **Jason & Lois ValaVanis**, is requesting that the lien be reduced to **$0.00**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **No, this is a vacant residential land**
- The number of violations related to the subject lien; **One**
- Number of Inspections performed: **21**
- Property Taxes: **Taxes are paid through 2023**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, February 15, 2024 and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$66,000.00** according the Brevard County Property Appraiser as a **Vacant residential land**.

Staff submits their cost sheet and the in the total amount of **$3,033.26**

Staff's recommendation is that the fine/lien be reduced to **$3,033.26** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Property owner was sworn in: Lois ValaVanis, 3640 N Indian River Dr.

Mrs. ValaVanis stated that she didn't know anything about the lien as her husband was handling this property. Mrs. ValaVanis stated that she would except staff's cost. Attorney Babb-Nutcher said she remember this case as being a very extensive case. Attorney Babb-Nutcher said she believed that her office was involved in this case. Officer Gonzalez Acting Code Enforcement Manager stated that different options were given for him to correct the violations. More discussion amongst the Board members and staff.

Motion by Mrs. Acosta, seconded by Mr. Roberts, to approve staff's recommendation to City Council the lien reduction be in the amount of three thousand thirty-three dollars and twenty-six cents **($3,033.26).** Vote on the motion carried unanimously.

Legislation Details (With Text)

File #:	24-175	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Agenda Ready
File created:	4/2/2024			**In control:**	City Council
On agenda:	4/9/2024			**Final action:**	
Title:	Consider the reappointment of Kaitlyn Aliano and Patricia Weeks as members of the Board of Adjustment through May, 2027. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Board Roster.pdf Kaitlin Aliano Seeking reappointment.pdf Patricia weeks seeking reappointment.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 2, 2024
Agenda Date: April 9, 2024
Prepared By: Abigail Bass, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the reappointment of Kaitlyn Aliano and Patricia Weeks as members of the Board of Adjustment through May, 2027.

BACKGROUND:

Ms. Aliano began serving as a member of the Board of Adjustment in January, 2021. She is requesting reappointment through May, 2027 and currently meets all requirements to serve on a city board.

Ms. Weeks was reappointed as a Regular member of the Board of Adjustment in May, 2021. She is seeking reappointment for another three year term through May, 2027 and meets all requirements to serve on a city board.

Ms. Aliano and Ms. Weeks have both expressed an interest in continuing to serve on the board.

A current board roster is attached for Council's review.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
Consider the reappointment of Kaitlyn Aliano and Patricia Weeks as members of the Board of Adjustment through May, 2027.

Board of Adjustment	**Meets Third Wednesday of Every Month @ 6pm**			**Expirations in May**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Robert Dyar (3/3 of Non-Resident seats)	3513 Indian River Dr. Cocoa, FL 32926 bobbydyar@gmail.com	321-258-8284	05/2021 Appointed	2024
Dan Quattrocchi (1/3 of the Non-Resident seats)	3056 Skyline Drive Cocoa, FL 32922 danq@quattrocchirealestate.com	321-720-1822 hm 321-452-8668 wk 321-720-1822 cell	**05/2022 Reappointed** **12/11/19 appointed** **(fulfilled seat vacated by Mr. Matthew Ford, who did not renew)**	2025
Pam Shaia ***Chairperson (as of 11/2023)*** (2/3 of the Non-Resident seats)	308 Brevard Avenue Cocoa, FL 32922 pshaia@cfl.rr.com	256-656-3249 cell 321-305-4584 Wk	05/2022 Reappointed 07/19 appointed (fulfilled Jolley vacancy)	2025
Patricia Weeks ***Vice Chairperson as of 11/2023***	1351 Tarton Way Cocoa, FL 32926 Patriciaweeks@bellsouth.net	321-759-8563 hm, wk, cell	05/2021 Reappointed 01/2021 appointed to fulfill reg. term of Dyal 12/11/19 appointed as 1st alt.	2024
Robert Butler	4992 Talbot Blvd. Cocoa FL, 32926 Rbut4992@gmail.com	407-791-3550	01/2024 appointed	2027
James Green	3725 Highway 524, #314 Cocoa, FL 32926 Jamesagreen1995@gmail.com	321-795-7508	01/2024	2027
Kaitlyn Aliano	12 Sunrise St. Cocoa, FL 32922 Kaitlyn.weisberg@gmail.com	321-432-8117	01/2021 Appointed	2024
VACANCY ~~2nd Alternate~~ ~~Jenny Swisher~~	~~195 Sorrento Drive~~ ~~Cocoa, FL 32922~~ ~~Gbsemail1@gmail.com~~	~~406-581-1162~~	~~01/2022 appointed~~	No expiration
VACANCY ~~1st Alternate~~ ~~Randal Hiester~~	~~5292 Talbot Blvd.~~ ~~Cocoa, FL 32926~~ ~~Rjhbjh2017@yahoo.com~~	~~321-501-6369 hm/cell~~	~~02/2020 Appointed~~	No expiration
LIAISON	Matthew Barringer	321-474-4924	Updated 12/23	
Counsel: Anthony Garganese	PO Box 2873, Orlando, FL 32802-2873	866-425-9566		
RECORDING SECRETARY	Lori Chabot	433-8491	Updated 10/23	

In response to inquiry by the Office of the City Clerk, I, Kaitlin Aliano

X seek reappointment

_____ do not seek reappointment

as a member of the Board of Adjustment for the City of Cocoa for a three-year term.

Sincerely,

Kaitlyn Aliano-Weisberg

Kaitlin Aliano

Kaitlyn Aliano-Weisberg

Additional Comments:

Thank you, Monica! I would like to seek reappointment and serve for another three-year term.

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, Patricia Weeks

X seek reappointment

_____ do not seek reappointment

as a member of the Board of Adjustment for the City of Cocoa for a three-year term.

Sincerely,

Patricia Weeks

Patricia Weeks

Additional Comments:

_____

_____

_____

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Legislation Details (With Text)

File #:	24-144	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	3/14/2024			**In control:**	City Council
On agenda:	4/9/2024			**Final action:**	
Title:	Approve Resolution No. 2024-033 Adopting the Emergency Financial Plan. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution 2024-033 Emergency Financial Plan.pdf Cocoa Emergency Financial Plan 04-24.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 12, 2024
Agenda Date: April 9, 2024
Prepared By: Rebecca Bowman, MBA, CGFO, CGFM
Through: Stockton Whitten, City Manager
Requested Action:
Approve Resolution No. 2024-033 Adopting the Emergency Financial Plan

BACKGROUND:

Florida statute FS 252.391 is a statute regarding emergency financial plans stating that each local government entity is encouraged to develop an emergency financial plan for major natural disasters that may impact its jurisdiction. Section (3) of this statute states that “each emergency financial plan should be based on the likely frequency of the disaster’s occurrence. The financial plan should include a calculation of the costs for the natural disaster event and a determination of the financial resources available to the local government entity. If funds are insufficient, the emergency financial plan should identify strategies to close the gap between the disaster event costs and the local government entity’s financial capacity.” In addition, the Florida Department of Emergency Management’s F-ROC program requests participating agencies to develop the emergency financial plan. Adoption of an emergency financial plan will meet the Florida statute and assist the City in meeting the FDEM’s abatement plan, which will help the City score higher in the F-ROC program. A higher score will qualify the City to obtain a higher percentage of advanced funding when a natural disaster occurs and the City incurs costs under FEMA’s Category A - Debris Management and Category B - Emergency Measures.

Staff has developed an emergency financial plan to meet the requested areas per statute. The plan addresses fund balance and use of fund balance to meet financial emergencies, working with county, state and federal sources to obtain additional financial resources, if needed. It also addresses not

only natural disasters, but other disasters such as train derailments, cybersecurity breaches and threats from being close to a space center, space force base and air force base.

Adoption of the Emergency Financial Plan has no financial impact at this time.

STRATEGIC PLAN CONNECTION:

Fiscal sustainablility

BUDGETARY IMPACT:

Budgeted	N/A
If not budgeted, is amendment/transfer attached?	Choose an item.

PREVIOUS ACTION:

The City Council updated the fund balance policy as part of the Financial Operations Manual in July, 2023 via Resolution 2023-080.

RECOMMENDED MOTION:

Approve Resolution No. 2024-033 Adopting the Emergency Financial Plan

RESOLUTION NO. 2024-033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, ADOPTING AN EMERGENCY FINANCIAL PLAN AS PART OF THE FINANCIAL OPERATIONS MANUAL; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statute 252.391 is a statute regarding emergency financial plans stating that each local government entity is encouraged to develop an emergency financial plan for major natural disasters that may impact its jurisdiction; and

WHEREAS, the Florida Department of Emergency Management's F-ROC program requests participating agencies to develop the emergency financial plan; and

WHEREAS, the City Council desires to adopt an Emergency Financial Plan to comply with Florida Statute 252.391 and the Florida Department of Emergency Management's F-ROC program.

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

SECTION 1. The City Council of the City of Cocoa Florida adopts an Emergency Financial Plan.

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, at a Regular City Council meeting assembled on the 9th day of April, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa, FL Emergency Financial Plan

The City of Cocoa desires to develop this Emergency Financial Plan pursuant to Sec. 252.391, Fla. Stat. (2024). The purpose of this plan is to ensure that the City has financial capacity to recover from disasters. There are several key steps in creating an emergency financial plan for the City.

1) **Assessment of Risks:** Potential emergency scenarios such as hurricanes, flooding or economic downturns or cybersecurity threats that could affect the city's finances.
    a. The City of Cocoa is located on the east coast of Florida and is subject to events such as flooding, hurricanes, and tornados on a regular basis. The hurricane season usually begins on June 1 of each year and extends to November 30 of each year.
    b. Hurricanes and the related weather events of tornados and flooding pose a significant threat to the City. The severity and duration of these events can vary. Damages can range from minor to severe or disastrous. The area of the east coast of Florida where Cocoa is located has not had a direct hit from a hurricane in many years; however, the frequency and severity of hurricanes is increasing each year due to climate change.
    c. Additionally, Cocoa has a rail corridor that runs through the center of the City, carrying freight and passengers to other areas of Florida and out of state. Many trains pass through the City each day, so there is an increased threat of a train derailment or other disaster.
    d. Cocoa is also located approximately 15 miles from the Kennedy Space Center and 6 miles from Port Canaveral, with a space force base and an air force base in close proximity, which could have threats of military action. The City is also near the Atlantic Ocean, which could receive military threats from the ocean front.
    e. The City of Cocoa has a regional water treatment & distribution facility. There is a risk that the water could get contaminated in some way, harming consumers & causing loss of water revenue.
    f. The City of Cocoa may experience financial hardship if the economy were to take a serious downturn. Economic downturns impact certain revenues in general fund such as property taxes, ½ cent sales tax, CST tax and state revenue sharing.

Conclusion: There is a moderately high risk of natural disasters such as hurricanes, flooding, and tornados. There have been few incidents involving trail derailments or gas leaks, so the risk for this type of disaster is low. The United States is not involved in any military conflicts at this time so the risk of military action nearby that may affect the City and its residents is low, even though the City is located near military and space bases. The water treatment and distribution facilities have strong security including guards, protected network systems that are monitored continuously and security cameras, so the risk of invasion of the water supply is low. The economy is currently doing well, and inflation is at a low rate & unemployment is low, so the risk of an economic downturn that would significantly impact the City is low at this time.

2) **Establishing Reserves:** Financial reserves need to be built up to cover unexpected expenses during emergencies. These reserves could be invested in a rainy-day fund or invested in accordance with the City's Investment Policy.
   a. The fund balance policy defines the minimum amount of reserves held each year in the General Fund for stabilization and is designed to cover revenue shortfalls, unfunded mandates and any event that threatens the health, safety, and welfare of the citizens of Cocoa. (See Financial Operations Manual – Fund Balance Policy).
   b. The City of Cocoa has a stabilization reserve policy as part of the General Fund fund balance policy. (See Financial Operations Manual – Fund Balance Policy). This amount is reviewed and established every year with the issuance of financial statements. The minimum level of reserves may be changed if the risks outlined above change significantly. It is determined that the current stabilization reserve policy is adequate based on the current risks.
   c. The Stormwater Fund and the Water and Sewer Utility Fund have minimum reserve balances defined in the fund balance policy that is also established each year. This amount is reviewed and established every year with the issuance of the financial statements. The minimum level of reserves may be changed if the risks outlined above change significantly. It is determined that the current stabilization reserve policy is adequate based on the current risks.

Conclusion: The City maintains a reserve policy for the major funds that is reviewed and established each year to ensure adequate reserve levels are maintained based on the current risk factors.

3) **Budget Contingencies:** Allocation of a portion of the City budget specifically for emergency situations. This could include setting aside funds for disaster relief efforts or infrastructure repairs.
    a. The City budgets for an amount to be held in contingency each year for unplanned financial needs.
    b. Due to the limited revenue sources, the City does not budget for emergency costs, but uses fund balances to recover from a disaster to the fullest extent possible.
    c. The City will first pay for General Fund disaster costs through other fund balances and then the stabilization reserve, in the General Fund while attempting to maintain adequate liquidity levels to support daily operations.
    d. It will follow the same procedure for the Stormwater and Water and Sewer Utility fund.
    e. The City will consider re-prioritizing its city-wide annual budget if it is determined that reserves and existing fund balance are inadequate to finance disaster recovery.
    f. The City will follow the Comprehensive Emergency Response Plan (CEMP) to recover from disasters.

4) **Collaboration with federal and state agencies:** Partnerships are established with federal and state agencies to access additional funding and resources during emergencies, including disaster relief or loans.
    a. There may be times when the current financial resources are inadequate. In those instances, the City will follow the county, state, and federal process for obtaining funding to reimburse eligible costs per state and federal guidelines.
    b. The City will utilize mutual aid agreements to assist with disaster recovery. These agreements are with local municipalities, Brevard County, Brevard County Sherriff's Office, the Florida Fire Chief's Statewide Emergency response plan, the State of Florida Department of Emergency Management and FEMA.
    c. The City is also a participant in the Florida Department of Emergency Management (FDEM) F-ROC program, where FDEM will advance funding for Category A (Debris Management) and Category B (Emergency Protective Measures) activities.

Conclusion: When the costs to recover from a disaster exceed the City's financial capabilities, the City will seek funding from other sources including, but not limited to, FDEM emergency funding, FEMA funding, a bank line of credit or a bank loan, a Local Government Emergency Revolving Bridge Loan, or any other means to help the restore City functions to Cocoa residents.

5) **Insurance Coverage:** The City will ensure that there is adequate insurance coverage for potential risks, such as property insurance for city-owned buildings and infrastructure.
    a. The City will review its insurance coverage on an annual basis and update coverage as needed.
    b. The City will file insurance claims on damages that meet the deductible requirements to reduce the direct financial impact of all levels of disasters.

Conclusion: The City will make every effort to ensure there is adequate insurance coverage on City assets.

6) **Community Engagement:** The community is involved in the emergency planning process to increase awareness and preparedness. This includes provision of education resources and encouraging citizens to have their own emergency savings.
    a. An annual hurricane preparedness drive is done each year, equipping residents with basic hurricane readiness materials.
    b. The City utilizes social media and other communication methods to inform the public about the hurricane preparedness drive.
    c. The City utilizes social media to communicate with citizens in multiple ways about hurricane tracking, severe weather events and other emergencies.
    d. There is a reverse 911 emergency system in place that can be used to communicate other targeted emergency information to residents.

Conclusion: The City will work with the City's Emergency Manager and Public Information Officers to involve the community in emergency preparedness through various programs and communications.

7) **Calculation of Disaster Costs:** The City will calculate the cost of damage after an event has occurred.
    a. Estimated repair costs may be determined from quotes, engineering estimates, other estimating methods based on historical cost or other method.
    b. Estimated cost of force account labor will be calculated based on employees reporting for the emergency and the number of hours worked times their hourly rates, including benefits.
    c. The City will follow the overall guidance and program criteria that county emergency management programs are to address.
    d. After calculation of the cost of damages, the City will ascertain the method of how to finance the cost of the damages and determine if current fund balance, reserves for capital improvement or stabilization can be utilized in accordance with the Fund Balance Policy. If the

aforementioned are determined to be inadequate, other methods of financing will be evaluated.

e. The City may need to reprioritize the current adopted budget if resources are determined to be inadequate.
f. The City will seek financial assistance through the Florida Department of Emergency Management and FEMA if a disaster meets the criteria for those programs.
g. If a loan is needed to recover from a disaster, the City will seek bank loans or bridge loans through the state programs.

8) The City has a pcard program that staff can use to make minor purchases during emergencies to assist with recovery.

9) The City maintains an emergency division in the general fund, stormwater fund and the utility fund to capture and segregate costs related to disaster recovery.
   a. A new project number is created for each emergency or disaster for use city-wide for emergency or disaster recovery costs.
   b. Payroll costs are calculated using specific payroll codes to track emergency related costs vs regular costs that may be reimbursed through FDEM and FEMA.

10) Essential employees who will be reporting during an emergency or disaster are identified and informed in advance.
   a. All City of Cocoa employees have had some level of National Incident Management System (NIMS) training based on their roles during a disaster.
   b. Employees who report during an emergency are provided the emergency pay codes to code their time worked related to emergency pay. These payroll codes are used to track eligible labor costs.
   c. Employees not working for the disaster are informed about how to code their time and how to obtain emergency information from the City.
   d. A special phone number is maintained for employees to get updated information regarding city hours during an emergency.
   e. Emergency employee contact phone lists are maintained and updated each year by each department and division by June 1.

11) Employees are encouraged to use direct deposit for their paychecks to ensure continued income during emergencies. If the City is unable to produce a payroll for exact hours worked during a disaster, they will receive the same pay as the most recent pay period until such time that payroll can be processed in a routine manner.

12) Regular review and updates: The City will review this Emergency Plan on an annual basis no later than June 1 of each year to account for changes in risks, economic conditions, and community needs.

Legislation Details (With Text)

File #:	24-164	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/24/2024			**In control:**	City Council
On agenda:	4/9/2024			**Final action:**	
Title:	Approval of a road closure date change and the addition of a street closure outside the CBD. (Comm. & Economic Dev. Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 24, 2024
Agenda Date: April 9, 2024
Prepared By: Gail A. Bantugan, Leisure Services Manager
Through: Samantha Senger, Director of Communications and Economic Development
Requested Action:
Approval of a road closure date change and the addition of a street closure outside the CBD.

BACKGROUND:

During any given calendar year, the number of street closures approved by the City Council within the Central Business District (CBD) zoning district shall not exceed twenty-four (24) days. Any street closure lasting in excess of four (4) hours shall be counted as one full day, while any street closure of four (4) hours or less shall be counted as one half day per the Special Events Ordinance No. 04-2018.

Original Date:
Village Idiot Spring Street Party, Friday, March 22nd ,2024 (3:00 pm-12:00 am)
Harrison St.: between Delannoy Ave. and Riveredge Blvd.
Total Closure - One Day

Date Change Requested
Village Idiot Spring Street Party, Friday, May 10th, 2024 (3:00 pm-12:00 am)
Harrison St.: between Delannoy Ave. and Riveredge Blvd.
Total Closure - One Day

New Road Closure Request (Outside of the CBD)
River Road Coffee and Popsicles Anniversary, June 15, 2024 (7:00 am-6:00 pm)

Roas L. Jones Drive between Florida Avenue and Brevard Avenue
Total Closure - One Day

The total number of Central Business District (CBD) street closures if approved is 23.5
*The total number of Street closures outside of the Central Business District (CBD) if approved is 6.

STRATEGIC PLAN CONNECTION:

The Approval of the road closures will help to enhance the image of Cocoa as an inviting destination for visitors as well as re-enforce a sense of community and increased event participation for its citizens

BUDGETARY IMPACT:

The City receives $50.00 for each group that requests a street closure.

PREVIOUS ACTION:

The 2024 Road Closure requests were approved in December of last year.

RECOMMENDED MOTION:

Approval of the requested date change and addition of the street closure outside of the CBD.

Legislation Details (With Text)

File #:	24-191	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	4/5/2024			**In control:**	City Council
On agenda:	4/9/2024			**Final action:**	
Title:	Approval of Petition for Annexation and related consent forms and affidavit for the voluntary annexation into the City of Orlando of ten parcels of land owned by the City of Cocoa in Orange County and authorizing the City Manager to execute said documents. [Note: The approval is subject to reconsideration and rescission by the City Council under the condition stated in this Agenda Item and approval of the annexation agreement by the cities of Cocoa and Orlando. (City Attorney)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Cocoa Petition to Annex Consent Forms Cocoa				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 5, 2024
Agenda Date: April 9, 2024
Prepared By: Anthony Garganese, City Attorney
Through: Jack Walsh, Utilities Director
Requested Action:
Approval of Petition for Annexation and related consent forms and affidavit for the voluntary annexation into the City of Orlando of ten parcels of land owned by the City of Cocoa in Orange County and authorizing the City Manager to execute said documents. [Note: The approval is subject to reconsideration and rescission by the City Council under the condition stated in this Agenda Item and approval of the annexation agreement by the cities of Cocoa and Orlando.]

BACKGROUND:

The City of Cocoa is the owner of a number of parcels of land in Orange County related to the City of Cocoa's regional water system. The parcels were acquired many years ago and contain wells that are connected to a water transmission line providing potable water supply to the City's Dyal Water Treatment Plant also located within Orange County along SR 520.

Recently, the City of Cocoa was apprised by the City of Orlando of a proposed annexation encompassing a large area of land south of SR 528 and generally near the SR 417/SR 528 interchange. Ten of the City-owned parcels are within an area proposed for voluntary annexation into the City of Orlando pursuant to section 171.044, Florida Statutes. The ten parcels are as follows:

Parcel ID#

322406000000002 (0.84 acres)
322405000000001 (1.48 acres)
322406000000003 (0.84 acres)
322406000000004 (0.84 acres)
322418000000003 (4.65 acres)
322419000000001 (4.65 acres)
322419000000003 (4.65 acres)
322419000000002 (4.65 acres)
322418000000002 (4.65 acres)
322418000000001 (4.65 acres)

The overall area proposed for voluntary annexation is largely comprised of the Sunbridge planned development.

By consenting to the voluntary annexation, these ten City of Cocoa parcels will be annexed into the City of Orlando, subject to the conditions set forth below.

The City of Cocoa and the City of Orlando are currently negotiating an annexation agreement that will address various protections for the City of Cocoa's wells, well-fields, transmission lines, and other utility equipment as development proceeds in the Sunbridge planned development. Therefore, pending the completion of the annexation agreement, the City of Orlando and City of Cocoa have agreed that the City of Cocoa's petition and consent to annex the ten parcels owned by the City of Cocoa are revocable, and the City of Cocoa's approval and submission of the Petition and Consent Forms is subject to the City Council's reconsideration and rescission under the following conditions:

Approval of the petition and related consent documents is required for the City of Orlando to commence the voluntary annexation process, but the City of Cocoa may rescind its consent to annexation up until the proposed second reading of the City of Orlando's annexation ordinance - currently planned for no earlier than May 13. If the City of Cocoa and the City of Orlando cannot come to satisfactory terms in an annexation agreement in time for the City of Cocoa's April 23rd Council meeting, the City of Cocoa may rescind its consent to annexation into the City of Orlando. Further, if the City Council of Cocoa approves the annexation agreement at its April 23, 2024, the annexation agreement shall likewise be approved by the City of Orlando no later than second reading of the City of Orlando's annexation ordinance or the City of Cocoa's petition and consent to annex shall be deemed automatically withdrawn and rescinded prior to the final vote on second reading taken by the City Council of Orlando.

STRATEGIC PLAN CONNECTION:

Protection of City's water supply.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approval of Petition for Annexation and related consent forms and affidavit for the voluntary annexation into the City of Orlando of ten parcels of land owned by the City of Cocoa in Orange County and authorizing the City Manager to execute said documents. [Note: The approval is subject to reconsideration by the City Council under the condition stated in this Agenda Item and approval of the annexation agreement by the cities of Cocoa and Orlando.]

PETITION FOR ANNEXATION

THE HONORABLE MAYOR
MEMBERS OF THE CITY COUNCIL
CITY OF ORLANDO, FLORIDA

DATE: _____

I (We) do hereby petition your Honorable Body for the annexation of all the property herein described to the corporate limits of the City of Orlando, Orange County, Florida (This Petition is being filed jointly with a related Petition for Annexation of a larger area of property surrounding the property herein described):

1. Name of Petitioner(s) (If different than Owner(s) of Record, the Petitioner must also sign the attached Affidavit):
   City of Cocoa

2. Owner of Record (If Corporation, Names of President & Secretary):
   City of Cocoa

3. Address of Petitioner(s):
   65 Stone Street, Cocoa, FL

4. General Location of Area:
   4 parcels along the south side of Wewahootee Rd. east of Bunkhouse Rd. and 6 parcels generally located along the proposed Sunbridge Parkway south of Wewahootee Rd.

5. Legal Description(s) and Number of Acres (if insufficient space, please place the entire description on an attachment):
   32 total acres - see attached Legal Descriptions

6. Orange County Parcel ID Number(s):
   See attached Consent Forms

_____
Signature - Petitioner

City of Cocoa
Title (If Corporation)

Sworn to and Subscribed before me this
_____ day of _____, 20____.

_____
Notary Public,
State of Florida at Large
My Commission Expires:

1. COMM SE COR OF SEC RUN NLY ALONG E LINE 1337.28 FT TO CENTER LINE OF WEWAHOOTEE GRADE TH WLY ALONG CENTER LINE 1180 FT FOR A POB RUN SLY 247.56 FT WLY 147.56 FT NLY 247.56 FT ELY 147.56 FT TO POB IN SEC 06-24-32
2. COMM SW COR OF SEC RUN N 1337.28 FT TO CENTER LINE OF WEWAHOOTEE GRADE TH ELY ALONG CENTER LINE 1450 FT FOR A POB CONTINUE ELY 208.71 FT SLY 308.71 FT WLY 208.71 FT NLY 308.71 FT TO POB IN SEC 05-24-32
3. COMM SE COR OF SEC RUN NLY ALONG E LINE 1337.28 FT TO CENTER LINE OF WEWAHOOTEE GRADE TH WLY ALONG CENTER LINE 3180 FT TO POB TH SLY 247.56 FT WLY 147.56 FT NLY 247.56 FT ELY 147.56 FT TO POB IN SEC 06-24-32
4. BEG 1326.04 FT N OF SW COR OF SEC RUN ELY ALONG CENTER LINE OF WEWAHOOTEE GRADE 147.56 FT SLY 247.56 FT WLY 147.56 FT TO W LINE OF SEC TH NLY 247.56 FT TO POB IN SEC 06-24-32
5. BEG NW COR OF SEC 18 TH S 2160.4 FT S 89 DEG E 1135.6 FT S 29 DEG E 967.57 FT FOR POB RUN S 331.58 FT S 89 DEG E 450 FT N 450 FT N 89 DEG W 450 FT S 118.42 FT TO POB IN SEC 18-24-32 (WELL SITE #22) SEE 4268/1042
6. BEG NW COR OF SEC 19 RUN S 433 FT E 450.04 FT N N 450 FT W 450 FT S 17 FT TO POB (A/K/A WELL SITE # 31) IN SEC 19-24-32 SEE 4954/1678
7. FROM NW SEC COR RUN S 1199.38 FT S 31 DEG E 496.61 FT W 100 FT S 450 FT E 450 FT S 170.52 FT S 44 DEG E 424.26 FT S323.73 FT S 44 DEG E 432.4 FT FOR POB RUN E 450 FT S 450 FT W 450 FT N 450 FT TO POB (A/K/A WELL SITE #33) IN SEC 19-24-32
8. FROM NW COR OF SEC RUN S 1199.38 FT S 31 DEG E 496.61 FT TO POB TH W 100 FT S 450 FT E 450 FT N 450 FT W 350 FT TO POB (A/K/A WELL SITE #32) IN SEC 19-24-32 SEE 4954/1678
9. BEG 1710.4 FT S OF NW COR OF SEC 18 FOR POB RUN S 450 FT S 89 DEG E 450 FT N 450 FT N 89 DEG W 450 FT TO POB IN SEC 18-24-32 (WELL SITE #21) SEE 4268/1042
10. BEG NW COR OF SEC 18 RUN N 39.27 FT S 89 DEG E 449.95 FT S 450 FT N 89 DEG W 450 FT N 31 DEG E 410.4 FT TO POB IN SEC 18-24-32 (WELL SITE #20) SEE 4268/1042

CONSENT FORM

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned authority, this day personally appeared the City of Cocoa
hereinafter "Owner", who, being by me first duly sworn, upon oath, depose and says:

That all Owners have given their full and complete permission and consent to the CITY to annex, in accordance with Section 171.044, Florida Statutes, the real property described by the Orange County Parcel ID number listed below.

Orange County Parcel ID Number: 322406000000002

FURTHER Affiant(s) sayeth not.

Sworn to and Subscribed before me this
_____ day of _____, 20____.

By: _____

_____
Notary Public,
State of _____
My Commission Expires:

Print Name: _____

Title/Officer:_____

Company: City of Cocoa_____

***NOTE: One consent form must be completed for each parcel included within an annexation request.**

Map #108

CONSENT FORM

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned authority, this day personally appeared the City of Cocoa
hereinafter "Owner", who, being by me first duly sworn, upon oath, depose and says:

That all Owners have given their full and complete permission and consent to the CITY to annex, in accordance with Section 171.044, Florida Statutes, the real property described by the Orange County Parcel ID number listed below.

Orange County Parcel ID Number: 322405000000001

FURTHER Affiant(s) sayeth not.

Sworn to and Subscribed before me this
_____ day of _____, 20___.

By: _____

_____
Notary Public,
State of _____
My Commission Expires:

Print Name: _____

Title/Officer:_____

Company: City of Cocoa_____

***NOTE: One consent form must be completed for each parcel included within an annexation request.**

Map #109

CONSENT FORM

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned authority, this day personally appeared the City of Cocoa
hereinafter "Owner", who, being by me first duly sworn, upon oath, depose and says:

That all Owners have given their full and complete permission and consent to the CITY to annex, in accordance with Section 171.044, Florida Statutes, the real property described by the Orange County Parcel ID number listed below.

Orange County Parcel ID Number: 322406000000003

FURTHER Affiant(s) sayeth not.

Sworn to and Subscribed before me this
_____ day of _____, 20___.

By: _____

_____
Notary Public,
State of _____
My Commission Expires:

Print Name: _____

Title/Officer:_____

Company: City of Cocoa_____

***NOTE: One consent form must be completed for each parcel included within an annexation request.**

Map #110

CONSENT FORM

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned authority, this day personally appeared the City of Cocoa
hereinafter "Owner", who, being by me first duly sworn, upon oath, depose and says:

That all Owners have given their full and complete permission and consent to the CITY to annex, in accordance with Section 171.044, Florida Statutes, the real property described by the Orange County Parcel ID number listed below.

Orange County Parcel ID Number: 322406000000004

FURTHER Affiant(s) sayeth not.

Sworn to and Subscribed before me this
_____ day of _____, 20___.

By: _____

_____
Notary Public,
State of _____
My Commission Expires:

Print Name: _____

Title/Officer:_____

Company: City of Cocoa_____

***NOTE: One consent form must be completed for each parcel included within an annexation request.**

Map #111

CONSENT FORM

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned authority, this day personally appeared the City of Cocoa
hereinafter "Owner", who, being by me first duly sworn, upon oath, depose and says:

That all Owners have given their full and complete permission and consent to the CITY to annex, in accordance with Section 171.044, Florida Statutes, the real property described by the Orange County Parcel ID number listed below.

Orange County Parcel ID Number: 322418000000003

FURTHER Affiant(s) sayeth not.

Sworn to and Subscribed before me this
_____ day of _____, 20___.

By: _____

_____
Notary Public,
State of _____
My Commission Expires:

Print Name: _____

Title/Officer:_____

Company: City of Cocoa_____

***NOTE: One consent form must be completed for each parcel included within an annexation request.**

Map #112

CONSENT FORM

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned authority, this day personally appeared the City of Cocoa
hereinafter "Owner", who, being by me first duly sworn, upon oath, depose and says:

That all Owners have given their full and complete permission and consent to the CITY to annex, in accordance with Section 171.044, Florida Statutes, the real property described by the Orange County Parcel ID number listed below.

Orange County Parcel ID Number: 322419000000001

FURTHER Affiant(s) sayeth not.

Sworn to and Subscribed before me this
_____ day of _____, 20___.

By: _____

_____
Notary Public,
State of _____
My Commission Expires:

Print Name: _____

Title/Officer:_____

Company: City of Cocoa_____

***NOTE: One consent form must be completed for each parcel included within an annexation request.**

Map #116

CONSENT FORM

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned authority, this day personally appeared the City of Cocoa
hereinafter "Owner", who, being by me first duly sworn, upon oath, depose and says:

That all Owners have given their full and complete permission and consent to the CITY to annex, in accordance with Section 171.044, Florida Statutes, the real property described by the Orange County Parcel ID number listed below.

Orange County Parcel ID Number: 322419000000003

FURTHER Affiant(s) sayeth not.

Sworn to and Subscribed before me this
_____ day of _____, 20____.

By: _____

_____
Notary Public,
State of _____
My Commission Expires:

Print Name: _____

Title/Officer:_____

Company: City of Cocoa_____

***NOTE: One consent form must be completed for each parcel included within an annexation request.**

Map #117

CONSENT FORM

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned authority, this day personally appeared the City of Cocoa
hereinafter "Owner", who, being by me first duly sworn, upon oath, depose and says:

That all Owners have given their full and complete permission and consent to the CITY to annex, in accordance with Section 171.044, Florida Statutes, the real property described by the Orange County Parcel ID number listed below.

Orange County Parcel ID Number: 322419000000002

FURTHER Affiant(s) sayeth not.

Sworn to and Subscribed before me this
_____ day of _____, 20___.

By: _____

_____
Notary Public,
State of _____
My Commission Expires:

Print Name: _____

Title/Officer:_____

Company: City of Cocoa_____

***NOTE: One consent form must be completed for each parcel included within an annexation request.**

Map #118

CONSENT FORM

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned authority, this day personally appeared the City of Cocoa
hereinafter "Owner", who, being by me first duly sworn, upon oath, depose and says:

That all Owners have given their full and complete permission and consent to the CITY to annex, in accordance with Section 171.044, Florida Statutes, the real property described by the Orange County Parcel ID number listed below.

Orange County Parcel ID Number: 322418000000002

FURTHER Affiant(s) sayeth not.

Sworn to and Subscribed before me this
_____ day of _____, 20___.

By: _____

_____
Notary Public,
State of _____
My Commission Expires:

Print Name: _____

Title/Officer:_____

Company: City of Cocoa_____

***NOTE: One consent form must be completed for each parcel included within an annexation request.**

Map #118

CONSENT FORM

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned authority, this day personally appeared the City of Cocoa
hereinafter "Owner", who, being by me first duly sworn, upon oath, depose and says:

That all Owners have given their full and complete permission and consent to the CITY to annex, in accordance with Section 171.044, Florida Statutes, the real property described by the Orange County Parcel ID number listed below.

Orange County Parcel ID Number: 322418000000001

FURTHER Affiant(s) sayeth not.

Sworn to and Subscribed before me this
_____ day of _____, 20___.

By: _____

_____
Notary Public,
State of _____
My Commission Expires:

Print Name: _____

Title/Officer:_____

Company: City of Cocoa_____

***NOTE: One consent form must be completed for each parcel included within an annexation request.**

Map #118