



**Agenda
City of Cocoa
Regular Meeting**

**September 16, 2025
6:00 PM**

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: City Council 2nd Budget Hearing of September 16, 2025.

III. Delegations:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), water and sewer customers (on matters related to the City's water and/or sewer system), and any person on any item on the agenda (except Emergency items, Ministerial items, Quasi-judicial items, and Public Hearing items), may address the City Council under Delegations by filling out a speaker card. Speaker cards are located in the Council Chamber lobby and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

IV. Public Hearings:

1. Conduct a Public Hearing on the Final Millage Rate and the Final FY2026 Budget and:

Adopt Resolution No. 2025-62 adopting a final millage rate of 6.9532 mills for the City of Cocoa, commencing on October 1, 2025, and ending September 30, 2026

Adopt Resolution No. 2025-63 adopting the FY2026 final budget and CIP for the City of Cocoa Fiscal Year, commencing on October 1, 2025, and ending September 30, 2026.

2. Approval on Second Reading of Ordinance 09-2025 adopting the proposed

revisions to the solid waste contract/franchise with Waste Management Inc. of Florida to provide residential and commercial solid waste services within the incorporated city limits of the City of Cocoa. Authorize the Mayor, City Manager, and City Attorney to execute all documentation needed to implement the proposed contract revisions.

V. Adjournment:

VI. 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://cocoafl.gov/291/City-Meetings> or
2. <https://www.youtube.com/@CityofCocoaFlorida/streams>

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 cityclerk@cocoafl.gov. Written comments or questions not relevant to the Council meeting agenda will not be made part of the meeting record but will be maintained as public record.

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

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion.

When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.

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

a matter shall be limited to ten (10) minutes; and total debate on a single issue shall be limited to thirty (30) minutes. Only one presentation per person per item shall be allowed.

A Council member may add an item to the agenda during the meeting only at the time the agenda is approved. If the item requires action by the Council, then it may be added to the agenda by an affirmative vote of the Council, and written documentation must be submitted at the time the item is added to the agenda. Matters may also be raised by the Council, City Manager or City Attorney under reports and acted upon by the City Council.

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

CITY COUNCIL AGENDA ITEM

Memo Date: July 30, 2025
Agenda Date: September 16, 2025
File ID: 2025-775
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Approve the City Council agenda for the 2nd Budget Hearing of September 16, 2025 as written or with amendments.

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the City Council agenda for the 2nd Budget Hearing of September 16, 2025 as written or with amendments.



**Agenda
City of Cocoa
Regular Meeting**

**September 9, 2025
6:00 PM**

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: City Council 2nd Budget Hearing of September 16, 2025. (2025-775)

III. Delegations:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), water and sewer customers (on matters related to the City's water and/or sewer system), and any person on any item on the agenda (except Emergency items, Ministerial items, Quasi-judicial items, and Public Hearing items), may address the City Council under Delegations by filling out a speaker card. Speaker cards are located in the Council Chamber lobby and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

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1. Conduct a Public Hearing on the Final Millage Rate and the Final FY2026 Budget and:

Adopt Resolution No. 2025-62 adopting a final millage rate of 6.9532 mills for the City of Cocoa, commencing on October 1, 2025, and ending September 30, 2026

Adopt Resolution No. 2025-63 adopting the FY2026 final budget and CIP for the City of Cocoa Fiscal Year, commencing on October 1, 2025, and ending September 30, 2026.(2025-878). (Finance Director)

2. Approval on Second Reading of Ordinance 09-2025 adopting the proposed revisions to the solid waste contract/franchise with Waste Management Inc. of Florida to provide residential and commercial solid waste services within the incorporated city limits of the City of Cocoa. Authorize the Mayor, City Manager, and City Attorney to execute all documentation needed to implement the proposed contract revisions. (2025-885). (Comm. & Economic Development Director)

V. Adjournment:

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CITY COUNCIL AGENDA ITEM

Memo Date: September 2, 2025
Agenda Date: September 16, 2025
File ID: 2025-878
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, Finance Director
Stockton Whitten, City Manager
Requested Action: Conduct a Public Hearing on the Final Millage Rate and the Final FY2026 Budget and:

Adopt Resolution No. 2025-62 adopting a final millage rate of 6.9532 mills for the City of Cocoa, commencing on October 1, 2025, and ending September 30, 2026

Adopt Resolution No. 2025-63 adopting the FY2026 final budget and CIP for the City of Cocoa Fiscal Year, commencing on October 1, 2025, and ending September 30, 2026.

BACKGROUND:

Resolution Adopting the Final Millage Rate

In accordance with Florida Statute 200.065, the City of Cocoa held a public hearing on September 3, 2025, at which time a tentative millage rate was set (Resolution 2025-058). Pursuant to this state statute, a public hearing must be held to adopt a final millage rate to fund the final budget for Fiscal Year 2026. On September 16th, 2025, the City of Cocoa will hold a final public hearing. At this hearing, the Cocoa City Council must publicly announce the percentage of change by which the recomputed final millage rate exceeds the rolled-back rate computed pursuant to Florida Statutes 200.065(1). The tentative millage rate of 6.9532 was voted by the City Council on September 03, 2025, and represents an increase of 3.21% over the rolled-back rate of 6.7367.

Resolution Adopting the Final Budget

In accordance with Florida Statute 200.065, upon holding a public hearing to tentatively adopt a proposed millage rate, the City Council must adopt a tentative budget for Fiscal Year 2026, which commences on October 1, 2025, and ends September 30, 2026. On September 03, 2025, a tentative Budget (Resolution 2025-059) was adopted. A second hearing must be held after adopting the tentative budget to adopt the final budget for the fiscal year. Proposed expenditures in the final budget for all appropriated funds total \$194,811,362. The budgeted amounts for the three major funds are as follows: the final General Fund budget is \$54,995,785, the final Water/Sewer budget is \$98,257,651, and the final Stormwater budget is \$2,401,815. Ad Valorem proceeds included in the final budget are budgeted at 95% of the current year's gross taxable value for operating purposes of \$1,953,613,434, which equals \$12,904,672.

Also included in the FY2026 Final Budget are the pay plans/pay ranges for each position (attached).

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

The City budgeted 95% of the gross ad valorem revenue of \$13,583,865 for FY 2026, which equals \$12,904,672. This results in a net increase of \$803,068 in ad valorem revenue over FY 2025.

TIF transfers to the CRAs are as follows:

Transfer to the Cocoa CRA: \$1,387,299

Transfer to the Diamond Square CRA: \$423,308

Total of Ad-Valorem Revenue Transferred to the (2) CRAs: \$1,810,607

The proposed Final Millage Rate of 6.9532 is projected to generate proceeds of \$12,904,672.

The FY 2026 Tentative Budget for all funds totals \$194,811,362, representing a 12.6% increase from the FY 2025 Adopted Budget.

PREVIOUS ACTION:

At a Public Hearing on September 3, 2025, the City Council adopted a tentative millage rate with Resolution 2025-058, and a tentative budget with Resolution 2025-059.

RECOMMENDED MOTION:

Conduct a Public Hearing on the Final Millage Rate and the Final FY2026 Budget and:

Adopt Resolution No. 2025-62 adopting a final millage rate of 6.9532 mills for the City of Cocoa, commencing on October 1, 2025, and ending September 30, 2026

Adopt Resolution No. 2025-63 adopting the FY2026 final budget and CIP for the City of Cocoa Fiscal Year, commencing on October 1, 2025, and ending September 30, 2026.

RESOLUTION NO. 2025-062

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY FLORIDA, ADOPTING A FINAL MILLAGE RATE FOR THE CITY OF COCOA FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2025, ANNOUNCING THE PERCENTAGE BY WHICH THE FINAL MILLAGE RATE EXCEEDS THE ROLLED-BACK RATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with *Florida Statute 200.065*, the City of Cocoa, Florida, held a public hearing on July 22, 2025, whereby a proposed tentative millage rate was established and the date, time, and place of a public hearing to consider the proposed millage was set; and

WHEREAS, *Florida Statute 200.065* requires that within 35 days of certification of value, each taxing authority shall advise the property appraiser of its proposed millage rate, of its rolled-back rate, and of the dates, time and place at which public hearings will be held to consider the proposed millage rate and tentative budget; and

WHEREAS, pursuant to this same statute a public hearing was held on September 03, 2025, for the purpose of adopting a tentative millage rate and a tentative budget for Fiscal Year 2025-2026; and

WHEREAS, the City of Cocoa has made any necessary recalculations to the tentative millage rate and tentative budget and desires to adopt the final millage rate and announce the percentage by which the final millage rate exceeds the rolled-back rate, in accordance with this Resolution, which the City Council hereby deems in the best interests of the citizens of Cocoa.

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

SECTION 1. The Cocoa City Council adopts a final millage rate of 6.9532 for the Fiscal Year 2025-2026, which commences October 1, 2025, and ends September 30, 2026. The millage rate of 6.9532 represents 3.21% increase over the percent of change, of the rolled back rate of 6.7367.

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

SECTION 3. 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. 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 Public Hearing assembled on the 16th day of September 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk

RESOLUTION NO. 2025-063

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, ADOPTING A FINAL BUDGET FOR THE CITY OF COCOA FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with *Florida Statute 200.065*, the City of Cocoa, Florida, held a public hearing on July 22, 2025, whereby a proposed tentative millage rate was adopted; and

WHEREAS, pursuant to this same statute a public hearing was held on September 03, 2025, for purposes of adopting a tentative millage rate and tentative budget for Fiscal Year 2025-2026; and

WHEREAS, the City of Cocoa City Council desires to adopt a final budget for Fiscal Year 2025-2026.

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

SECTION 1. Having adopted a final millage rate of 6.9532 for the City of Cocoa Fiscal Year 2025-2026, the City Council hereby adopts a final budget as may be amended for Fiscal Year 2025-2026, which commences October 1, 2025, and ends September 30, 2026.

SECTION 2. Proposed expenditures in the final budget total **\$194,811,362** Ad Valorem proceeds included in the tentative budget are budgeted for operating purposes at 95%, \$12,904,672 of the current year gross taxable value of \$1,953,613,434.

SECTION 3. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 4. 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 5. 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 Public Hearing assembled on the 16th day of September 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk



City Capital Improvement Plan Fiscal Years 2026-2030

Project #	Fund	Dept/Div	CIP Classification	Department	Title	FY2026	FY2027	FY2028	FY2029	FY2030	Funding Source
CA2502	001	1203	64-15	Information Technology Department	Upgrade of End-of-Life Network Distribution Switches	30,000	-	-	-	-	Revenues
1203 Division Total						\$ 30,000	\$ -	\$ -	\$ -	\$ -	
CA2602	001	1300	68-00	Human Resources Department	ID Badge Printer	7,500	-	-	-	-	Revenues
1300 Division Total						\$ 7,500	\$ -	\$ -	\$ -	\$ -	
PW00PS	001	2100	62-00	Police Department	Rehab Police Station Men/Women's Bathroom	50,000	-	-	-	-	Revenues
CA2901	001	2100	64-00	Police Department	Replacement of Unmarked Patrol Vehicle #207	-	-	-	36,177	-	Revenues
CA2901	001	2100	64-00	Police Department	Replacement of Marked Patrol Vehicle #290	-	-	-	79,064	-	Revenues
CA2701	001	2100	64-00	Police Department	Replacement of marked Patrol Vehicle #258	65,625	-	-	-	-	Revenues
CA2801	001	2100	64-00	Police Department	Replacement of Marked Patrol Vehicle #259	-	-	76,761	-	-	Revenues
CA2901	001	2100	64-00	Police Department	Replacement of Marked Patrol Vehicle #264	-	-	-	36,177	-	Revenues
CA2601	001	2100	64-00	Police Department	Replacement of Marked Patrol Motorcycle #M1	34,800	-	-	-	-	Revenues
CA2801	001	2100	64-00	Police Department	Replacement of Marked Patrol Vehicle #293	65,625	-	-	-	-	Revenues
CA2801	001	2100	64-00	Police Department	Replacement of Marked Patrol Vehicle #284	-	-	76,761	-	-	Revenues
CA2801	001	2100	64-00	Police Department	Replacement of Marked Patrol Vehicle #214	-	-	76,761	-	-	Revenues
CA2901	001	2100	64-00	Police Department	Replacement of Unmarked Patrol Vehicle #237	-	-	-	36,177	-	Revenues
CA2701	001	2100	64-00	Police Department	Replacement of Marked Patrol Vehicle #272	-	72,355	-	-	-	Revenues
CA2901	001	2100	64-00	Police Department	Replacement of Marked Patrol Vehicle #245	-	-	-	95,148	-	Revenues
CA2701	001	2100	64-00	Police Department	Replacement of Marked Patrol Vehicle #266	65,625	-	-	-	-	Revenues
CA3001	001	2100	64-00	Police Department	Replacement of Marked Patrol Vehicle #233	-	-	-	-	36,376	Revenues
CA2701	001	2100	64-00	Police Department	Replacement of Marked Patrol Vehicle #261	-	72,355	-	-	-	Revenues
CA3001	001	2100	64-00	Police Department	Replacement of Marked Patrol Vehicle #296	-	-	-	-	81,436	Revenues
CA3001	001	2100	64-00	Police Department	Replacement of Marked Patrol Vehicle #236	-	-	-	-	36,376	Revenues
CA3001	001	2100	64-00	Police Department	Replacement of Marked Patrol Vehicle #268	-	-	-	-	36,376	Revenues
CA2701	001	2100	64-00	Police Department	Replacement of Marked Patrol Vehicle #227	-	72,355	-	-	-	Revenues
CA3001	001	2100	64-00	Police Department	Replacement of Marked Patrol Vehicle #241	-	-	-	-	81,436	Revenues
CA2601	001	2100	64-00	Police Department	Replacement of Marked Patrol Vehicle #200	-	70,875	-	-	-	Revenues
CA3001	001	2100	64-00	Police Department	Replacement of Marked Patrol Vehicle #249	-	-	-	-	98,612	Revenues
CA2701	001	2100	64-00	Police Department	Replacement of marked Patrol Vehicle #270	-	72,355	-	-	-	Revenues
CA2801	001	2100	64-00	Police Department	Replacement of Marked Crime Scene Vehicle #271	-	-	56,932	-	-	Revenues
CA2801	001	2100	64-00	Police Department	Replacement of Marked Patrol Vehicle #253	-	-	92,928	-	-	Revenues
CA2601	001	2100	64-00	Police Department	Replacement of marked patrol vehicle #220	65,625	-	-	-	-	Revenues
CA2601	001	2100	64-00	Police Department	Replacement of marked patrol vehicle #218	65,625	-	-	-	-	Revenues
PD14AF	001	2100	64-00	Police Department	Fingerprint Machine	7,609	-	-	-	-	Revenues
PD18CS	001	2100	64-00	Police Department	Crime Scene Ultra Lite ALS Complete turbo	5,885	-	-	-	-	Revenues
PD27XX	001	2100	64-00	Police Department	PD Pole Barn	-	141,250	-	-	-	Revenues
CA2601	001	2100	64-00	Police Department	Replacement of marked patrol Motorcycle #M2	34,800	-	-	-	-	Revenues
CA2901	001	2100	64-00	Police Department	Replacement of Marked Patrol Vehicle #295	-	-	-	95,148	-	Revenues
CA2901	001	2100	64-00	Police Department	Replacement of unmarked Patrol Vehicle #260	-	-	-	36,177	-	Revenues
2100 Division Total						\$ 461,219	\$ 501,545	\$ 380,143	\$ 414,068	\$ 370,612	
PW00F1	001	2201	63-00	Fire Operations	New diesel generator Fire #1	200,000	-	-	-	-	Revenues
CA2602	001	2201	63-07	Fire Operations	Apparatus Bay Floor Coating	99,000	-	-	-	-	Reserves/Revenues
CA2601	001	2201	64-00	Fire Operations	Replacement of Fire 2 Vehicle	62,000	-	-	-	-	Revenues
CA2601	001	2201	64-00	Fire Department	Replacement of DC30 Vehicle	-	-	85,000	-	-	Reserves/Revenues
CA2602	001	2201	64-00	Fire Operations	Replacement of 13 Mobile Radios	16,000	32,000	-	32,000	16,000	Reserves/Revenues
CA2601	001	2201	64-00	Fire Operations	Purchase New Brush Truck	-	-	110,000	-	-	Reserves/Revenues
CA2602	001	2201	64-00	Fire Operations	Purchase Lucas V3 CPR Machine x2	30,849	-	-	-	-	Reserves/Revenues
2201 Division Total						\$ 407,849	\$ 32,000	\$ 195,000	\$ 32,000	\$ 16,000	



City Capital Improvement Plan Fiscal Years 2026-2030

Project #	Fund	Dept/Div	CIP Classification	Department	Title	FY2026	FY2027	FY2028	FY2029	FY2030	Funding Source
PW20ES	001	3510	63-00	Street Management Division	Indian River Drive Embankment Stabilization	-	-	950,000	-	-	Revenues
PW24CH	001	3510	63-00	Street Management Division	Safer Routes To School - New Cocoa High School Frontage Sidewalk Installation	-	340,000	-	-	-	Revenues
PW24CR	001	3510	63-00	Street Management Division	Cox Road Roundabout	-	-	550,000	550,000	550,000	Revenues
PW26LB	001	3510	63-00	Street Management Division	London Blvd Roundabout	-	-	-	600,000	600,000	Revenues
CA2702	001	3510	63-00	Street Management Division	Public Works Employee Parking Relocation	-	150,000	-	-	-	Revenues
CA2602	001	3510	64-00	Street Management Division	Safer Routes To School - Permanent Safety Signage	62,500	62,500	-	-	-	Revenues
PW08SP	001	3510	63-00	Street Management Division	Annual Street Paving Program	500,000	500,000	500,000	500,000	-	Revenues
CA2601	001	3510	64-00	Street Management Division	Replace Truck #24	48,000	-	-	-	-	Revenues
CA2701	001	3510	64-00	Street Management Division	Replace Truck #114	-	31,000	-	-	-	Revenues
3510 Division Total						\$ 610,500	\$ 1,083,500	\$ 2,000,000	\$ 1,650,000	\$ 1,150,000	
CA2602	001	3520	64-00	Parks & Beautification Division	Stump Cutter	59,000	-	-	-	-	Revenues
3520 Division Total						\$ 59,000	\$ -	\$ -	\$ -	\$ -	
PW00FL	001	3540	62-00	Fleet Management Division	Fleet Service Parts Storage additions.	-	42,000	-	-	-	Revenues
PW00FL	001	3540	62-00	Fleet Management Division	Replacement of Fuel Pump Canopy	-	86,000	-	-	-	Revenues
PW00FL	001	3540	62-00	Fleet Management Division	New Canopy - Fleet	-	160,000	-	-	-	Revenues
PW00FL	001	3540	62-00	Fleet Management Division	New Flooring for Fleet Bays	-	60,000	-	-	-	Revenues
CA2601	001	3540	64-00	Fleet Management Division	Replacement for Fleet Parts Truck	-	49,900	-	-	-	Revenues
3540 Division Total						\$ -	\$ 397,900	\$ -	\$ -	\$ -	
PW00PW	001	3560	62-00	Facility Management Division	Rehabilitation of Public Works Pole Barn	-	100,000	-	-	-	Revenues
PW00CH	001	3560	62-00	Facility Management Division	City Hall Lighting Control Replacement	-	125,000	-	-	-	Revenues
PW00CH	001	3560	62-00	Facility Management Division	Rehab City Hall 2nd floor breakroom	21,000	-	-	-	-	Revenues
PW00CC	001	3560	62-00	Facility Management Division	New roof for Civic Center	-	115,000	-	-	-	Revenues
PW00VP	001	3560	64-00	Facility Management Division	Replacement of 1-1 ton HVAC & 2 Exhaust Fans Playhouse	-	17,000	-	-	-	Revenues
PW00VP	001	3560	64-00	Facility Management Division	Replacement of 40 ton unit at the Playhouse	-	350,000	-	-	-	Revenues
PW00VP	001	3560	64-00	Facility Management Division	Replacement of 5 HVAC units Playhouse	-	75,000	-	-	-	Revenues
PW00PH	001	3560	64-00	Facility Management Division	Replacement of 4-1 1/2 ton units Porcher House	-	22,000	-	-	-	Revenues
PW00PH	001	3560	64-00	Facility Management Division	Replacement of 1-5 ton HVAC at the Porcher House	-	15,000	-	-	-	Revenues
PW00PW	001	3560	64-00	Facility Management Division	Replacement of 1-5 ton unit at Public Works	-	15,000	-	-	-	Revenues
PW00PS	001	3560	64-00	Facility Management Division	Replacement of HVAC - 3 Aeon Units at Police department	225,000	-	-	-	-	Revenues
PW00PS	001	3560	64-00	Facility Management Division	Replacement of HVAC 2 Mini-Splits at Police Station	12,500	-	-	-	-	Revenues
PW1HTM	001	3560	64-00	Facility Management Division	Replacement of 5 ton HVAC at the HT Moore Center	-	15,000	-	-	-	Revenues
CA2502	001	3560	64-00	Facility Management Division	New Scissor lift 19'	20,000	-	-	-	-	Revenues
PW00CC	001	3560	64-00	Facility Management Division	New shades Ballroom Civic Center	-	50,000	-	-	-	Revenues
PW00PW	001	3560	64-00	Facility Management Division	Oil-heater for warehouse	25,000	-	-	-	-	Revenues
3560 Division Total						\$ 303,500	\$ 899,000	\$ -	\$ -	\$ -	
PWPKTA	001	3580	64-00	Capital Project Management Division	Replacement of Taylor Park Playground Equipment	-	120,000	-	-	-	Revenues
PWPKLW	001	3580	64-00	Capital Project Management Division	New Playground equipment	-	-	120,000	-	-	Revenues
PW26BR	001	3580	63-00	Capital Project Management Division	Replacement of Boardwalk at Whitley Bay	-	350,000	-	-	-	Revenues
3580 Division Total						\$ -	\$ 470,000	\$ 120,000	\$ -	\$ -	
General Fund Total						\$ 1,879,568	\$ 3,383,945	\$ 2,695,143	\$ 2,096,068	\$ 1,536,612	
CA2602	111	3230	63-00	CRA - Cocoa	Concrete Bus stop Pads	60,000	-	-	-	-	Other
3230 Division Total						\$ 60,000	\$ -	\$ -	\$ -	\$ -	
Cocoa CRA Fund Total						\$ 60,000	\$ -	\$ -	\$ -	\$ -	



City Capital Improvement Plan Fiscal Years 2026-2030

Project #	Fund	Dept/Div	CIP Classification	Department	Title	FY2026	FY2027	FY2028	FY2029	FY2030	Funding Source
CA2901	421	1515	64-00	Field Services	Replacement of Vehicle #346 2017 Ford Transit Connect	33,500	-	-	-	-	Revenues
CA2901	421	1515	64-00	Field Services	Replacement of Vehicle #345 2017 Ford Transit Connect	33,500	-	-	-	-	Revenues
CA2901	421	1515	64-00	Field Services	Replacement of Vehicle #344 2017 Ford Transit Connect	33,500	-	-	-	-	Revenues
CA2901	421	1515	64-00	Field Services	Replacement of Vehicle #343 2017 Ford Transit Connect	33,500	-	-	-	-	Revenues
CA2901	421	1515	64-00	Field Services	Replacement of Vehicle #342 2017 Ford Transit Connect	33,500	-	-	-	-	Revenues
CA2901	421	1515	64-00	Field Services	Replacement of Vehicle #341 2017 Ford Transit Connect	33,500	-	-	-	-	Revenues
CA2901	421	1515	64-00	Field Services	Replacement of Vehicle #335 2018 Nissan Frontier	-	34,505	-	-	-	Revenues
CA2901	421	1515	64-00	Field Services	Replacement of Vehicle #315 2018 Nissan Frontier	-	34,505	-	-	-	Revenues
CA2901	421	1515	64-00	Field Services	Replacement of Vehicle #307 2018 Nissan Frontier	-	-	35,540	-	-	Revenues
CA2901	421	1515	64-00	Field Services	Replacement of Vehicle #306 2018 Nissan Frontier	-	-	35,540	-	-	Revenues
CA2901	421	1515	64-00	Field Services	Replacement of Vehicle #304 2018 Nissan Frontier	-	-	-	36,606	-	Revenues
CA2901	421	1515	64-00	Field Services	Replacement of Vehicle #303 2018 Nissan Frontier	-	-	-	36,606	-	Revenues
CA2901	421	1515	64-00	Field Services	Replacement of Vehicle #302 2018 Nissan Frontier	-	-	-	-	37,705	Revenues
CA2901	421	1515	64-00	Field Services	Replacement of Vehicle #301 2018 Nissan Frontier	-	-	-	-	37,705	Revenues
1515 Division Total						\$ 201,000	\$ 69,010	\$ 71,080	\$ 73,213	\$ 75,409	
CA2602	421	4010	64-00	Administration Division	New Laboratory Equipment for Total Kjeldahl Nitrogen and Phosphorus Analysis	12,000	-	-	-	-	Revenues
CA2602	421	4010	64-00	Administration Division	Replacement of Laboratory Incubator	20,000	-	-	-	-	Revenues
CA2901	421	4010	64-00	Administration Division	Replacement of Vehicle #22 2013 Ford Escape	-	-	-	29,826	-	Revenues
CA2801	421	4010	64-00	Administration Division	Replacement of Vehicle #337 2019 Ford Transit Connect	-	-	33,907	-	-	Revenues
CA2801	421	4010	64-00	Administration Division	Replacement of Vehicle #23 2019 Ford Fusion S	-	-	23,316	-	-	Revenues
4010 Division Total						\$ 32,000	\$ -	\$ 57,223	\$ 29,826	\$ -	
CA2602	421	4020	62-00	Dyal Plant Division	Replacement of HSPS #1 Exhaust Fan	115,500	-	-	-	-	Revenues
CA2602	421	4020	63-07	Dyal Plant Division	Automate Gate at Rear Entrance to Dyal Plant	56,645	-	-	-	-	Revenues
CA2602	421	4020	64-00	Dyal Plant Division	Replacement of Trane AC Unit - Ozone Building	120,000	-	-	-	-	Revenues
CA2602	421	4020	64-00	Dyal Plant Division	Replacement of Trane AC Unit - Filter Gallery	130,000	-	-	-	-	Revenues
CA2602	421	4020	64-00	Dyal Plant Division	Replacement of Trane AC Unit - SW Clearwell Building	40,000	-	-	-	-	Revenues
CA2602	421	4020	64-00	Dyal Plant Division	Replacement of the Water Quality Spectrophotometer	13,000	-	-	-	-	Revenues
CA2602	421	4020	64-00	Dyal Plant Division	New Fabricating Lathe	14,300	-	-	-	-	Revenues
CA2602	421	4020	64-00	Dyal Plant Division	New Backhoe Grapple Attachment	10,000	-	-	-	-	Revenues
CA2602	421	4020	64-00	Dyal Plant Division	Replacement of REXA Actuators - SW Filter Drain Valves # 1-4	192,605	-	-	-	-	Revenues
CA2602	421	4020	64-00	Dyal Plant Division	Dyal Transfer Pump #3 - Butterfly Valve Replacement	25,000	-	-	-	-	Revenues
CA2602	421	4020	64-00	Dyal Plant Division	Dyal Transfer Pump #3 - Check Valve Replacement	40,000	-	-	-	-	Revenues
CA2601	421	4020	64-00	Dyal Plant Division	Replacement of 2013 John Deere Utility Task Vehicle	12,500	-	-	-	-	Revenues
CA2601	421	4020	64-00	Dyal Plant Division	New Utility Task Vehicle for Plant Operations Staff	12,500	-	-	-	-	Revenues
CA2602	421	4020	64-00	Dyal Plant Division	New Ground Penetrating Radar Unit	21,000	-	-	-	-	Revenues
CA2602	421	4020	64-00	Dyal Plant Division	Replacement of Ferris Mower	15,000	-	-	-	-	Revenues
CA2602	421	4020	64-00	Dyal Plant Division	New Vehicle/Equipment Wash	14,650	-	-	-	-	Revenues
CA3001	421	4020	64-00	Dyal Plant Division	Replacement of Vehicle #83 2018 Ford F150	-	-	-	-	40,203	Revenues
CA3001	421	4020	64-00	Dyal Plant Division	Replacement of Vehicle #323 2017 Ford F250	-	-	-	-	48,749	Revenues
CA2901	421	4020	64-00	Dyal Plant Division	Replacement of Vehicle #312 2017 Ford F150	-	-	-	35,341	-	Revenues
CA3001	421	4020	64-00	Dyal Plant Division	Replacement of Vehicle #197 2016 Ford F150	-	-	-	-	41,162	Revenues
CA3001	421	4020	64-00	Dyal Plant Division	Replacement of Vehicle #177 2015 Chevy Tahoe	-	-	-	-	47,625	Revenues
CA2801	421	4020	64-00	Dyal Plant Division	Replacement of Vehicle #319 2018 Ford F250	-	-	41,439	-	-	Revenues
CA2901	421	4020	64-00	Dyal Plant Division	Replacement of Vehicle #317 2017 Ford F250	-	-	-	38,698	-	Revenues
4020 Division Total						\$ 832,700	\$ -	\$ 41,439	\$ 74,039	\$ 177,739	



City Capital Improvement Plan Fiscal Years 2026-2030

Project #	Fund	Dept/Div	CIP Classification	Department	Title	FY2026	FY2027	FY2028	FY2029	FY2030	Funding Source
CA2602	421	4025	64-00	Water Field Operations Division	New Directional Drill Machine	167,000	-	-	-	-	Revenues
CA2801	421	4025	64-00	Water Field Operations Division	Replacement of Vehicle #56 2013 Ford F450	-	-	74,490	-	-	Revenues
CA2801	421	4025	64-00	Water Field Operations Division	Replacement of Vehicle #54 2015 Ford F250	-	-	30,954	-	-	Revenues
CA3001	421	4025	64-00	Water Field Operations Division	Replacement of Vehicle #44 2008 Ford F350	-	-	-	-	53,670	Revenues
CA2801	421	4025	64-00	Water Field Operations Division	Replacement of Vehicle #383 2018 Ford F550	-	-	68,996	-	-	Revenues
CA2901	421	4025	64-00	Water Field Operations Division	Replacement of Vehicle #382 2018 Ford F550	-	-	-	71,095	-	Revenues
CA3001	421	4025	64-00	Water Field Operations Division	Replacement of Vehicle #333 2018 Ford F250	-	-	-	-	43,870	Revenues
CA3001	421	4025	64-00	Water Field Operations Division	Replacement of Vehicle #331 2018 Ford F150	-	-	-	-	37,516	Revenues
CA3001	421	4025	64-00	Water Field Operations Division	Replacement of Vehicle #328 2017 Ford F250	-	-	-	-	44,255	Revenues
CA3001	421	4025	64-00	Water Field Operations Division	Replacement of Vehicle #321 2018 Ford F150	-	-	-	-	37,798	Revenues
CA3001	421	4025	64-00	Water Field Operations Division	Replacement of Vehicle #313 2018 Ford F450	-	-	-	-	57,189	Revenues
CA2701	421	4025	64-00	Water Field Operations Division	Replacement of Vehicle #93 2015 Ford F250	-	39,118	-	-	-	Revenues
CA2801	421	4025	64-00	Water Field Operations Division	Replacement of Vehicle #81 2000 Sterling LT7500	-	-	793,382	-	-	Revenues
CA2901	421	4025	64-00	Water Field Operations Division	Replacement of Vehicle #381 2018 Ford F550	-	-	-	71,451	-	Revenues
CA2801	421	4025	64-00	Water Field Operations Division	Replacement of Vehicle #380 2018 Ford F550	-	-	69,341	-	-	Revenues
CA2601	421	4025	64-00	Water Field Operations Division	Replacement of Vehicle #353 2017 Ford T150	32,811	-	-	-	-	Revenues
CA2601	421	4025	64-00	Water Field Operations Division	Replacement of Vehicle #352 2017 Ford T150	33,223	-	-	-	-	Revenues
CA2901	421	4025	64-00	Water Field Operations Division	Replacement of Vehicle #336 2019 Ford F250	-	-	-	41,942	-	Revenues
CA2801	421	4025	64-00	Water Field Operations Division	Replacement of Vehicle #316 2017 Ford F550	-	-	74,462	-	-	Revenues
CA2701	421	4025	64-00	Water Field Operations Division	Replacement of Vehicle #27 2016 Ford F250	-	39,864	-	-	-	Revenues
CA2601	421	4025	64-00	Water Field Operations Division	Replacement of Vehicle #190 2009 Ford F150	46,792	-	-	-	-	Revenues
CA2601	421	4025	64-00	Water Field Operations Division	Replacement of Vehicle #180 2009 Ford F150	23,950	-	-	-	-	Revenues
CA2701	421	4025	64-00	Water Field Operations Division	Replacement of Vehicle #154 2009 Ford F450	-	211,234	-	-	-	Revenues
CA2901	421	4025	64-00	Water Field Operations Division	Replacement of Vehicle #11 2016 Ford F150	-	-	-	39,749	-	Revenues
CA2801	421	4025	64-00	Water Field Operations Division	Replacement of Vehicle #108 2003 Chevy 3500HD	-	-	87,616	-	-	Revenues
CA2602	421	4025	64-00	Water Field Operations Division	AC Replacement at WFO Building 2.5 Ton	7,911	-	-	-	-	Revenues
CA2602	421	4025	64-00	Water Field Operations Division	AC Replacement at WFO Building Second 3-Ton	6,610	-	-	-	-	Revenues
CA2602	421	4025	64-00	Water Field Operations Division	AC Replacement at WFO Building First 3-ton	6,610	-	-	-	-	Revenues
4025 Division Total						\$ 324,907	\$ 290,216	\$ 1,199,241	\$ 224,237	\$ 274,298	
CA2901	421	4055	64-00	Engineering Division	Replacement of Vehicle #107 2008 Ford Ranger	-	-	-	33,714	-	Revenues
CA3001	421	4055	64-00	Engineering Division	Replacement of Vehicle #36 2013 Ford Escape	-	-	-	-	26,286	Revenues
CA2801	421	4055	64-00	Engineering Division	Replacement of Vehicle #311 2017 Ford F150	-	-	-	-	51,376	Revenues
CA2701	421	4055	64-00	Engineering Division	Replacement of Vehicle #126 2016 Ford F150	-	48,669	-	-	-	Revenues
4055 Division Total						\$ -	\$ 48,669	\$ -	\$ 33,714	\$ 77,662	
CA2801	421	4120	64-00	Sellers Water Reclamation Division	Replacement of Vehicle #75 2014 Ford F150	-	-	23,885	-	-	Revenues
CA2801	421	4120	64-00	Sellers Water Reclamation Division	Replacement of Vehicle #73 2010 Ford F150	-	-	26,057	-	-	Revenues
CA2701	421	4120	64-00	Sellers Water Reclamation Division	Replacement of Vehicle #96 2013 Ford F150	-	40,020	-	-	-	Revenues
CA2901	421	4120	64-00	Sellers Water Reclamation Division	Replacement of Vehicle #12 2006 Ford F150	-	-	-	46,219	-	Revenues
CA2901	421	4120	64-15	Sellers Water Reclamation Division	2 Laptops for electricians includes Docking stations and Stands	10,000	-	-	-	-	Revenues
4120 Division Total						\$ 10,000	\$ 40,020	\$ 49,942	\$ 46,219	\$ -	
CA2901	421	4125	64-00	Sewer Field Operations Division	Replacement of Vehicle #90 2018 Ford F550	-	-	-	44,714	-	Revenues
CA3001	421	4125	64-00	Sewer Field Operations Division	Replacement of Vehicle #326 2017 Ford F250	-	-	-	-	53,370	Revenues
CA2801	421	4125	64-00	Sewer Field Operations Division	Replacement of Vehicle #86 2016 Ford F450	-	-	117,391	-	-	Revenues
CA2701	421	4125	64-00	Sewer Field Operations Division	Replacement of Vehicle #57 2016 Ford F450	-	165,820	-	-	-	Revenues
CA2801	421	4125	64-00	Sewer Field Operations Division	Replacement of Vehicle #37 2016 Ford F150	-	-	34,365	-	-	Revenues
CA2701	421	4125	64-00	Sewer Field Operations Division	Replacement of Vehicle #147 2014 Ford F450	-	181,532	-	-	-	Revenues
4125 Division Total						\$ -	\$ 347,352	\$ 151,756	\$ 44,714	\$ 53,370	
Water/Sewer Fund Total						\$ 1,400,607	\$ 795,267	\$ 1,570,681	\$ 525,962	\$ 658,478	
SW1301	423	3570	63-00	Stormwater Utility	Range Road - Drainage Ditch Piping	-	-	-	-	385,000	Revenues
SW21DF	423	3570	63-00	Stormwater Utility	Riverfront Park - Drain Field Improvements	-	-	1,250,000	75,000	-	Revenues
SW1503	423	3570	63-00	Stormwater Utility	Indian River Drive Baffle Box	-	45,000	330,000	-	-	Revenues
SW24LB	423	3570	63-00	Stormwater Utility	London Blvd Drainage Ditch Piping	-	350,000	-	-	-	Revenues
SW08PL	423	3570	63-00	Stormwater Utility	Annual Cured In Place Pipe Lining	160,000	160,000	160,000	160,000	-	Revenues
CA2802	423	3570	63-00	Stormwater Utility	Storm Water Master Plan Update	-	-	65,000	-	-	Revenues
CA2601	423	3570	64-00	Stormwater Utility	Street Sweeper Replacement	350,000	-	-	-	-	Revenues
CA2802	423	3570	64-00	Stormwater Utility	2013 Case 590 Backhoe Replacement	-	-	145,000	-	-	Revenues
CA2802	423	3570	64-00	Stormwater Utility	Mini Excavator	-	-	65,000	-	-	Revenues
CA2702	423	3570	64-00	Stormwater Utility	Replace John Deere pull behind tractor	-	150,000	-	-	-	Revenues
CA2702	423	3570	64-00	Stormwater Utility	Replace John Deere Interstater Tractor	-	150,000	-	-	-	Revenues
CA2701	423	3570	64-00	Stormwater Utility	Replace Truck # 152 - Flatbed	-	140,000	-	-	-	Revenues
CA2601	423	3570	64-00	Stormwater Utility	Replace Truck #137	48,000	-	-	-	-	Revenues
3570 Division Total						\$ 558,000	\$ 995,000	\$ 2,015,000	\$ 235,000	\$ 385,000	
Stormwater Fund Total						\$ 558,000	\$ 995,000	\$ 2,015,000	\$ 235,000	\$ 385,000	



City Capital Improvement Plan Fiscal Years 2026-2030

Project #	Fund	Dept/Div	CIP Classification	Department	Title	FY2026	FY2027	FY2028	FY2029	FY2030	Funding Source
WS240B	424	4020	62-00	Dyal Plant Division	Operations Building Remodel Construction at Dyal	400,000	-	-	-	-	Revenues
WS24PB	424	4020	63-00	Dyal Plant Division	Steel Garage Construction at Dyal	225,000	-	-	-	-	Revenues
WS1106	424	4020	63-00	Dyal Plant Division	Rehabilitation of WS19 Raw Water Well	250,000	250,000	250,000	250,000	250,000	Revenues
WS26HV	424	4020	64-00	Dyal Plant Division	Replacement of HSP #4 VFD at Dyal	850,000	-	-	-	-	Revenues
CA2502	424	4020	64-00	Dyal Plant Division	New Jockey High Service Pumps	1,632,000	-	-	-	-	Revenues
WS25SL	424	4020	63-00	Dyal Plant Division	Dyal Groundwater Sludge Dewatering Improvements	-	6,700,000	-	-	-	Revenues
CA2802	424	4020	64-15	Dyal Plant Division	New Dyal SCADA Server, OS, Server Software, and UPS Upgrades	-	-	350,000	-	-	Revenues
4020 Division Total						\$ 3,357,000	\$ 6,950,000	\$ 600,000	\$ 250,000	\$ 250,000	
CA2802	424	4055	62-00	Engineering Division	New Chemical Systems Relocation - Sellers	-	-	784,000	-	-	Revenues
DY26MC	424	4055	63-00	Engineering Division	Conceptual Design for Membrane Plant at Dyal	450,000	-	-	-	-	Revenues
WSGEMC	424	4055	63-00	Engineering Division	Groundwater Exploratory Well for Membrane Concentrate Disposal	250,000	8,250,000	-	-	-	Revenues
WS23RC	424	4055	63-00	Engineering Division	Reactor Clarifier No. 1 and 2 Repair Project (Additional Dollars)	1,250,000	-	-	-	-	Revenues
WS210Z	424	4055	63-00	Engineering Division	Ozone System Replacement Project (Additional Dollars)	1,000,000	-	-	-	-	Revenues
WS25WC	424	4055	63-00	Engineering Division	New W Central Ave Bridge Replacement WM Relocation	660,000	-	-	-	-	Revenues
WS24WM	424	4055	63-00	Engineering Division	New South Courtenay Pkwy WM Replacement	3,500,000	-	-	-	-	Revenues
CA2702	424	4055	63-00	Engineering Division	Replacement & Upgrade Sellers WRF Belt Filter Press System	-	140,000	1,377,000	-	-	Bond
WS26GM	424	4055	63-00	Engineering Division	Improvements to Saint Johns St & Ridgeway Ave Gravity Main	50,000	411,000	-	-	-	Revenues
CA2702	424	4055	63-00	Engineering Division	Rehabilitation of Sellers WRF Tertiary Treatment Structure	-	50,000	200,000	-	-	Revenues
WSRGST	424	4055	63-00	Engineering Division	Rehabilitation of Sellers WRF Ground Storage Tanks (GST)	93,750	365,000	-	-	-	Revenues
CA2702	424	4055	63-00	Engineering Division	Rehabilitation of Sellers WRF Waste Activated Sludge (WAS) Pump Station & Thickener	-	100,000	997,500	-	-	Bond/Revenues
CA2802	424	4055	63-00	Engineering Division	New Redundant Pipeline Well 11 to 42	-	-	413,000	4,417,000	-	Grant
WS1201	424	4055	63-00	Engineering Division	Replacement & Assessment of Pipe Infrastructure	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	Revenues
WS18RD	424	4055	63-00	Engineering Division	Replacement of the Dyal Finished Water Steel GST	-	6,500,000	-	-	-	Revenues
CA2802	424	4055	63-00	Engineering Division	New WS12 Redundant Pipeline Well 23 to 24	-	-	158,000	1,691,000	-	Grant
CA2902	424	4055	63-00	Engineering Division	New WS11 Redundant Pipeline Well 20 to 23	-	-	-	540,000	5,782,000	Grant
CA2802	424	4055	63-00	Engineering Division	New WS10 Redundant Pipeline Well 19 to 20	-	-	165,000	1,769,000	-	Grant
CA2802	424	4055	63-00	Engineering Division	New WS09 48-inch Pipeline West of Well 7A to Dallas (Little Econ to Wewahootee)	-	-	27,919,000	-	-	Grant
WS1221	424	4055	63-00	Engineering Division	Utilities Program Management	700,000	700,000	700,000	700,000	700,000	Revenues
GRPC2S, GRPC2F	424	4055	63-00	Engineering Division	New Pineda Crossing 16" Water Main - Phase II	-	14,423,000	-	-	-	Grant
CA2502	424	4055	63-00	Engineering Division	Replacement of 14"/18" AC Raw Water Pipeline Upgrade and Well 17 Area Isolation Valves - Phase I	-	-	4,973,000	-	-	Grant
WS25CR	424	4055	63-00	Engineering Division	Camp Road/US 1 Forcemain Replacement	-	3,500,000	-	-	-	Revenues
WS23PT	424	4055	63-00	Engineering Division	Surface Water Treatment Plant Chemical Facility Upgrades (FKA New Cal-Flo Tank)	3,900,000	-	-	-	-	Revenues
WS24TC	424	4055	63-00	Engineering Division	Improvements Dyal Taylor Creek Reservoir Pump Station	1,375,000	-	-	-	-	Revenues
CA2802	424	4055	63-00	Engineering Division	Improvements of Sellers WRF Sludge Thickening	-	-	375,000	-	-	Revenues
CA2902	424	4055	63-00	Engineering Division	Rehabilitation of Well 1T, 4T, 8T, 17T and 18T	-	-	-	326,000	3,491,000	Grant
CA2902	424	4055	64-00	Engineering Division	Sellers RAS/WAS System Upgrades	-	-	-	634,000	-	Bond
CA2902	424	4055	64-00	Engineering Division	Sellers Clarifier Improvements Project	-	-	-	1,768,400	-	Bond
CA2702	424	4055	64-00	Engineering Division	Sellers Bardenpho Tanks Mixer Upgrades	-	80,000	800,000	-	-	Revenues
CA2902	424	4055	64-00	Engineering Division	Sellers WRF High Service Pump Station Improvements	-	-	-	643,000	-	Bond
CA3002	424	4055	64-00	Engineering Division	Sellers Grit Removal System Upgrades at the Headworks	-	-	-	-	363,000	Revenues
CA2902	424	4055	64-00	Engineering Division	Replacement of Sellers WRF Plant Generator	-	-	-	558,000	-	Revenues
4055 Division Total						\$ 15,228,750	\$ 36,519,000	\$ 40,861,500	\$ 15,046,400	\$ 12,336,000	
SW22AB	424	4120	63-00	Sellers Water Reclamation Division	Sellers WRF Air Supply System Upgrades	1,800,000	-	-	-	-	Revenues
CA2702	424	4120	63-00	Sellers Water Reclamation Division	Replacement & Upgrade of Sellers WRF Chlorine Contact Chamber	-	65,000	-	-	-	Revenues
4120 Division Total						\$ 1,800,000	\$ 65,000	\$ -	\$ -	\$ -	
CA2702	424	4125	63-00	Sewer Field Operations Division	LS Electrical Panel Installation	-	160,000	160,000	-	-	Revenues
CA2802	424	4125	63-00	Sewer Field Operations Division	CCTV Evaluation of Manholes and Gravity System	-	-	700,000	-	-	Revenues
WSFVAR	424	4125	63-00	Sewer Field Operations Division	Forcemain Valves Assessment and Replacement Program	85,000	85,000	100,000	100,000	100,000	Revenues
WS26WL	424	4125	63-00	Sewer Field Operations Division	Lift Station 17 Wetwell Lining	70,000	-	-	-	-	Revenues
WS19MH	424	4125	63-00	Sewer Field Operations Division	Rehabilitation of Manhole and Lining	250,000	250,000	-	-	250,000	Revenues
WS24LI	424	4125	63-00	Sewer Field Operations Division	Rehabilitation & Improvements of Lift Stations	350,000	350,000	350,000	350,000	-	Revenues
WS0904	424	4125	63-00	Sewer Field Operations Division	Rehabilitation of Gravity Sewer Main (CIPP)	460,000	460,000	-	460,000	460,000	Revenues
4125 Division Total						\$ 1,215,000	\$ 1,305,000	\$ 1,310,000	\$ 910,000	\$ 810,000	
Water/Sewer R&R Fund Total						\$ 21,600,750	\$ 44,839,000	\$ 42,771,500	\$ 16,206,400	\$ 13,396,000	
Grand Total						\$ 25,498,925	\$ 50,013,212	\$ 49,052,324	\$ 19,063,430	\$ 15,976,090	



PBA - Open Range Plan

Grade	Hourly		Annually		Positions
	Minimum	Maximum	Minimum	Maximum	
PU6	\$20.28	\$33.37	\$ 42,182.40	\$ 69,409.60	Dispatcher/Communications Officer
PU9	\$26.52	\$41.48	\$ 55,161.60	\$ 86,278.40	Police Officer
PU12	\$35.36	\$54.78	\$ 73,548.80	\$ 113,942.40	Police Sergeant

** Annual rates are divisible by 2080

Police Lieutenant - Open Range Plan

Grade	Hourly		Annually		Positions
	Minimum	Maximum	Minimum	Maximum	
PL1	\$42.40	\$62.46	\$ 88,192.00	\$ 129,916.80	Police Lieutenant

** Annual rates are divisible by 2080

FY2026 Pending Negotiations



IAFF - Open Range Plan

Grade	Hourly		Annually		Positions
	Minimum	Maximum	Minimum	Maximum	
FU8	\$19.54	\$33.97	\$ 50,804.00	\$ 88,322.00	Firefighter/EMT
FU9	\$23.81	\$35.67	\$ 61,906.00	\$ 92,742.00	Driver/Operators
FU12	\$29.69	\$42.43	\$ 77,194.00	\$ 110,318.00	Fire Lieutenant/EMT

** Annual rates are divisible by 2600

Fire District Chief "TU" - Open Range Plan

Grade	Hourly		Annually		Positions
	Minimum	Maximum	Minimum	Maximum	
TU1	\$33.58	\$50.87	\$ 87,308.00	\$ 132,262.00	District Fire Chief

** Annual rates are divisible by 2600

FY2026 Pending Negotiations



LIUNA - Open Range Plan

Grade	Hourly		Annually		Positions
	Minimum	Maximum	Minimum	Maximum	
3	\$15.63	\$25.00	\$ 32,510.40	\$ 52,000.00	Custodial Worker
4	\$16.89	\$27.00	\$ 35,131.20	\$ 56,160.00	Stock Clerk
5	\$18.25	\$29.16	\$ 37,960.00	\$ 60,652.80	Apprentice Electrician Maintenance Worker I Meter Reader Meter Technician Senior Stock Clerk
6	\$19.71	\$31.50	\$ 40,996.80	\$ 65,520.00	Back-Flow Technician Customer Service Representative Electrician I Fleet Technician I Maintenance Worker II Mechanic I Utility Field Service Representative Utility Line Locator Utility Mechanic I Valve Operator
7	\$21.29	\$34.02	\$ 44,283.20	\$ 70,761.60	Heavy Equipment Operator Industrial Electrician I Sludge Equipment Operator
8	\$23.00	\$36.75	\$ 47,840.00	\$ 76,440.00	Apprentice Operator Crewleader Environmental Analyst I Fleet Technician II Maintenance Worker III Mechanic II Senior Back-Flow Technician Utility Mechanic II
9	\$24.84	\$39.69	\$ 51,667.20	\$ 82,555.20	Certified Operator C Lead Certified Operator C License Electrician II
10	\$26.83	\$42.87	\$ 55,806.40	\$ 89,169.60	Certified Operator B Lead Certified Operator B License Industrial Electrician II Instrumentation Technician
11	\$28.98	\$46.30	\$ 60,278.40	\$ 96,304.00	Certified Operator A Lead Certified Operator A License Environmental Analyst II

** Annual rates are divisible by 2080



General - NonExempt "GH" (Hourly) - Open Range Plan

Grade	Hourly		Annually		Positions
	Minimum	Maximum	Minimum	Maximum	
MW	\$14.00				Youth Program Temp
2	\$14.47	\$23.14	\$ 30,097.60	\$ 48,131.20	School Crossing Guard (Part Time)
3	\$15.63	\$24.99	\$ 32,510.40	\$ 51,979.20	Facilities Attendant Firefighter Trainee
4	\$16.88	\$26.99	\$ 35,110.40	\$ 56,139.20	Administrative Assistant College Intern Community Services Technician Engineering Intern Human Resources Intern (Temporary PT) Planning Intern Police Records Clerk Receptionist Recording Secretary Records Technician
5	\$18.23	\$29.15	\$ 37,918.40	\$ 60,632.00	Accounts Payable Clerk Administrative Secretary License/Permit Technician Office Assistant Utility Billing Clerk
6	\$19.69	\$31.48	\$ 40,955.20	\$ 65,478.40	Booking Officer-PT Contract Technician Senior Accounts Payable Clerk Senior Records Clerk Victims Advocate
7	\$21.27	\$34.00	\$ 44,241.60	\$ 70,720.00	Code Enforcement Officer Customer Service Technician Field Inspector Field Operations Technician Field Service Inventory Technician Help Desktop Support Technician Planning Technician Police Administrative Technician Police Evidence Technician Police Officer Trainee UT Administrative Technician Utility Accounting Technician Water Plant Technician
8	\$22.97	\$36.72	\$ 47,777.60	\$ 76,377.60	Code Enforcement Coordinator Crime Scene Technician Environmental Control Coordinator Field Inspector II Human Resources Technician Senior Customer Service Representative Senior Utility Field Service Representative



General - NonExempt "GH" (Hourly) - Open Range Plan

Grade	Hourly		Annually		Positions
	Minimum	Maximum	Minimum	Maximum	
9	\$24.81	\$39.66	\$ 51,604.80	\$ 82,492.80	Asset Management Coordinator Assistant City Clerk Buildings Plans Reviewer Criminal Intelligence Analyst Development Coordinator Executive Secretary Fire Inspector Fire Administrative Coordinator Housing Program Coordinator Junior Staff Accountant Jr. Buyer & Contract Specialist Leisure Services Coordinator Payroll Specialist Utilities Administrative Coordinator Utilities GIS/CAD Technician
10	\$26.79	\$42.83	\$ 55,723.20	\$ 89,086.40	Building Permit Supervisor Communications Supervisor Grounds Maintenance Supervisor Leisure Services Supervisor Park & Right of Way Supervisor Supervisor II
11	\$28.93	\$46.26	\$ 60,174.40	\$ 96,220.80	Building Inspector SCADA Analyst I Supervisor III Water Operations Supervisor
12	\$31.24	\$49.96	\$ 64,979.20	\$ 103,916.80	Electrical Maintenance Supervisor SCADA Analyst II

** Annual rates are divisible by 2080



General - Exempt "GE" (Salary) - Open Range Plan

Level	Hourly		Annually		Positions
	Minimum	Maximum	Minimum	Maximum	
9	\$24.81	\$39.66	\$ 51,604.80	\$ 82,492.80	Utilities Conservation Coordinator Redevelopment Coordinator Victim Advocate Coordinator
10	\$26.79	\$42.83	\$ 55,723.20	\$ 89,086.40	Utilities Engineering Coordinator Grant Writer-Economic Development Specialist Jr. Network Administrator Jr. Systems Administrator Planner Public Information Coordinator Systems Analyst Utilities GIS Coordinator
11	\$28.93	\$46.26	\$ 60,174.40	\$ 96,220.80	Customer Service Supervisor Economic Development Specialist Field Services Supervisor GIS Analyst Human Resources Coordinator Inspection Supervisor Senior Buyer & Contracts Agent Staff Accountant Staff Accountant - Bank/Treasury Staff Accountant - Grant Support Service Supervisor Systems Administrator Utility Billing Supervisor Warehouse Supervisor
12	\$31.24	\$49.96	\$ 64,979.20	\$ 103,916.80	Asst. Fire Marshal Assistant Sewer Field Operations Manager Assistant to the Building Official/Building Inspector Assistant Water Field Operations Manager Chief of Maintenance Chief Operator Chief Operator Wastewater GIS Administrator Public Information Officer Purchasing & Contracts Supervisor Safety & Risk Program Manager Senior Budget Analyst Senior Human Resources Coordinator Senior Staff Accountant
13	\$33.74	\$53.96	\$ 70,179.20	\$ 112,236.80	Accounting Supervisor Code Enforcement Manager Engineering Supervisor GIS Manager Leisure Services Manager Parks, Project & ROW Manager Utilities Associate Engineer I Water Quality Laboratory Manager



General - Exempt "GE" (Salary) - Open Range Plan

Level	Hourly		Annually		Positions
	Minimum	Maximum	Minimum	Maximum	
14	\$36.44	\$58.28	\$ 75,795.20	\$ 121,222.40	Assistant to the CM / Public Information Officer Community Services Manager Facilities Manager Fleet Manager Human Resources Manager Police Lieutenant (IA) Purchasing/Contract Manager Senior Network & Security Administrator Streets/Stormwater Manager Systems & Support Manager Utilities Associate Engineer II Utility Customer Service Manager
15	\$39.36	\$62.94	\$ 81,868.80	\$ 130,915.20	Accounting Manager City Clerk Field Operations Manager Procurement & Budget Manager Superintendent Utilities Associate Engineer III Utility Support Service Manager Water Treatment Manager
16	\$45.26	\$72.38	\$ 94,140.80	\$ 150,550.40	Assistant City Engineer Assistant Fire Chief Assistant Utilities Director Building Official Deputy Finance Director Police Commander Utilities Senior Engineer
17	\$52.05	\$83.24	\$ 108,264.00	\$ 173,139.20	Administrative Services Director Chief Technology Officer Comm & Eco Dev Director Community Services Director Engineering Division Manager Finance Director Fire Chief Police Chief Public Works Director/City Engineer
18	\$59.86	\$95.73	\$ 124,508.80	\$ 199,118.40	Asst City Manager for Performance & Strategic Initiatives Deputy Director Utilities
19	\$68.84	\$110.09	\$ 143,187.20	\$ 228,987.20	Utilities Director

** Annual rates are divisible by 2080

** Frozen positions are shown lined



City of Cocoa Informational Data

Mayor – Michael C. Blake

Council Person (District 1) – Alex Goins

Council Person (District 2) – Lavander Hearn

Council Person (District 3) – Patricia Weeks, Deputy Mayor

Council Person (District 4) – Lorraine Koss



Questions/Answers From 9/3/2025 Meeting

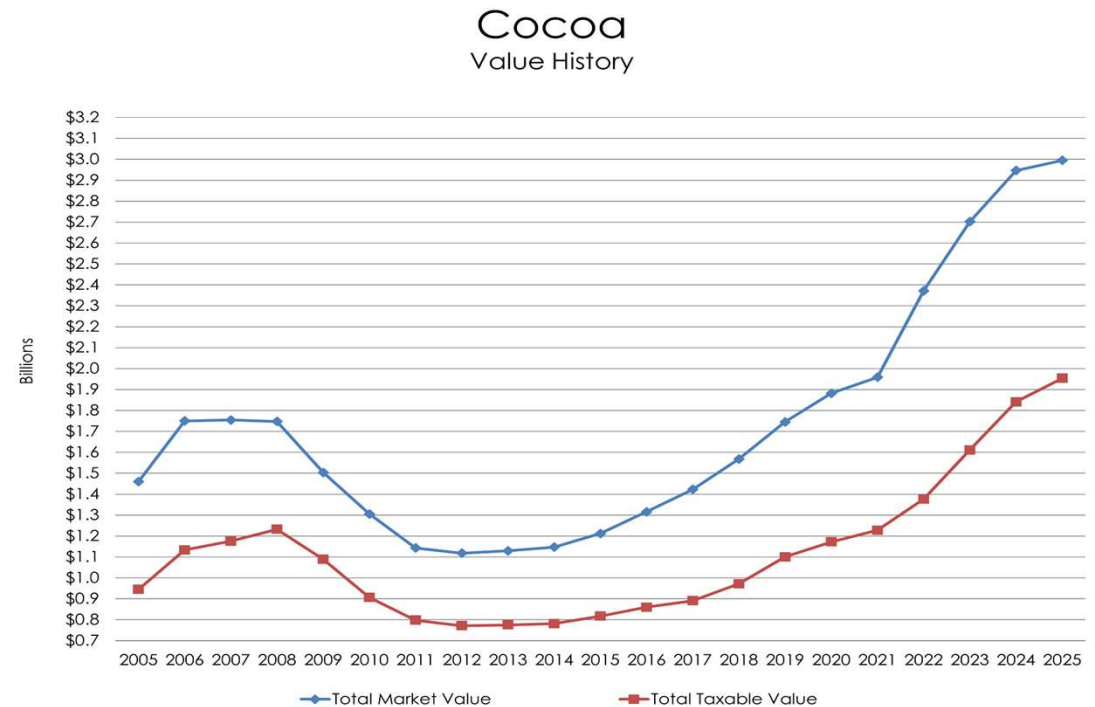
Market Value Vs. Taxable Value

1) Does 39% of the Market Value include Residential and Commercial Properties?

Answer:

Total Market Value of \$2.95 Billion,
of which 62%, is taxable (\$1.84B).

Of that 62% taxable amount, 39% is
Residential and 61% is Non-Residential.



Questions/Answers From 9/3/2025 Meeting

2) What other Taxing Authorities are on a Tax Bill?

TAXING AUTHORITY	MILLAGE RATE	AD VALOREM TAXES		TAXABLE VALUE	TAXES LEVIED
		ASSESSED VALUE	EXEMPTION		
COUNTY GENERAL FUND	2.9207	181,980	55,000	126,980	370.87
BREVARD LIBRARY DISTRICT	0.3306	181,980	55,000	126,980	41.98
BREVARD MOSQUITO CONTROL	0.1367	181,980	55,000	126,980	17.36
RECREATION DISTRICT 4 - MAINT	0.5036	181,980	55,000	126,980	63.95
TI-CO AIRPORT AUTHORITY	0.0000	181,980	55,000	126,980	0.00
SCHOOL - BY STATE LAW	3.0630	181,980	30,000	151,980	465.51
SCHOOL - BY LOCAL BOARD	0.7480	181,980	30,000	151,980	113.68
BPS VOTED TEACHER PAY	1.0000	181,980	30,000	151,980	151.98
SCHOOL - CAPITAL OUTLAY	1.5000	181,980	30,000	151,980	227.97
CITY OF COCOA	6.9532	181,980	55,000	126,980	882.92
ST JOHNS RIVER WATER MGMT DST	0.1793	181,980	55,000	126,980	22.77
FLA INLAND NAVIGATION DIST	0.0288	181,980	55,000	126,980	3.66
ENV END LD/WTR LTD	0.0467	181,980	55,000	126,980	5.93
ENV END LD/WTR LTD(DBTP)	0.0078	181,980	55,000	126,980	0.99
TOTAL MILLAGE		17.4184	AD VALOREM TAXES		\$2,369.57

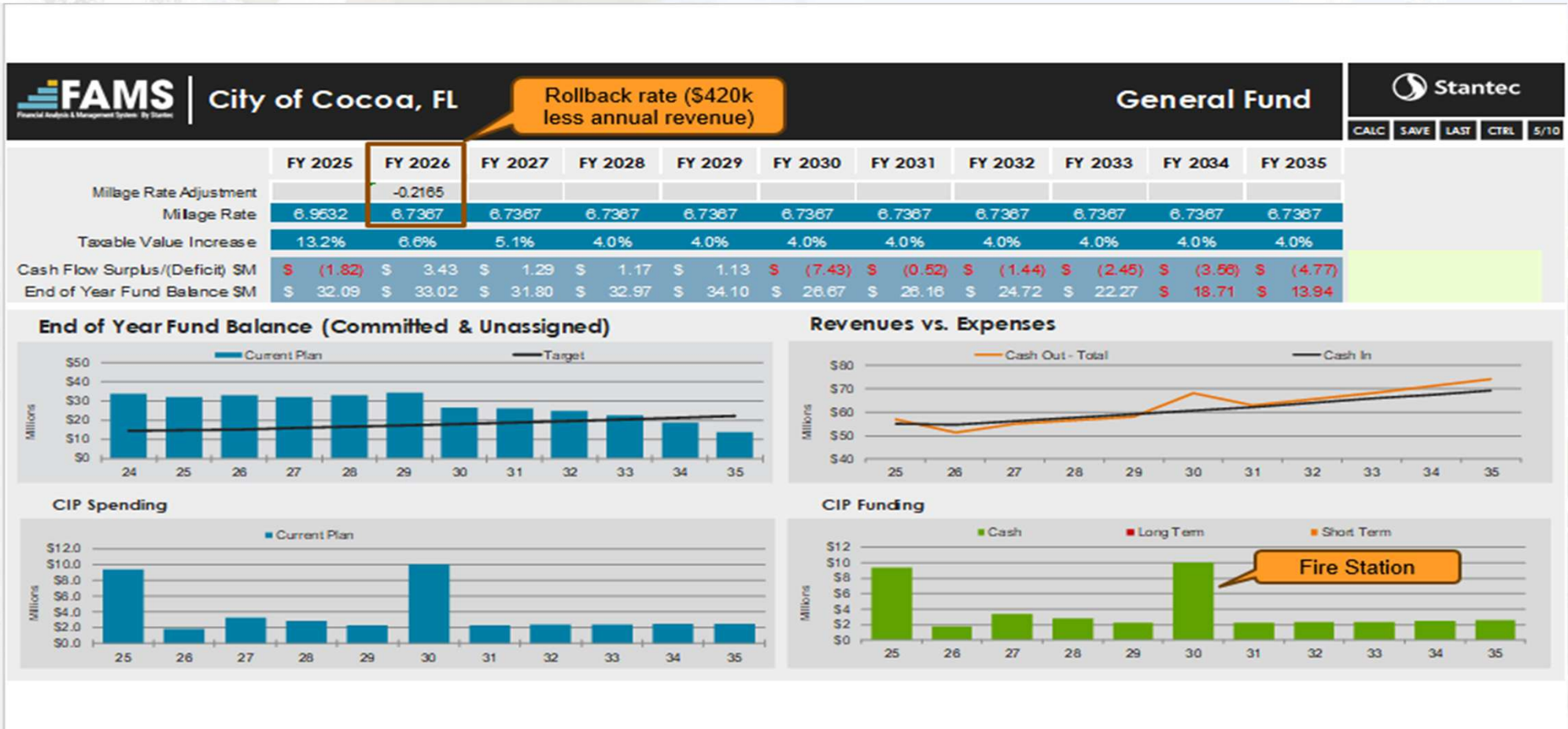
This is a copy of a Taxpayer's tax bill, with a taxable value of \$126,980 (The average)

- Brevard County
- School Board
- Cocoa
- Special Districts

Entity	Taxes Levied	Percentage
County Commission	\$501.08	21.1%
Brevard County Public Schools	\$959.14	40.4%
Special Districts	\$6.92	0.2%
Municipality	\$882.92	37.3%
Total Millage	\$2,369.57	100%

Questions/Answers From 9/3/2025 Meeting

3) What is the effect of going to the rolled back rate?



Questions/Answers From 9/3/2025 Meeting

Going with the Rolled Back Rate Continued:

- Over the next ten years you lose a minimum of \$4 Million in Property Tax Revenue
- You spend down cash within five fiscal years and resort to funding capital with unassigned fund balance
- By 2034 you have consumed all of your unassigned fund balance
- Unassigned Fund Balance is used for:
 - Emergencies such as hurricanes
 - Capital Projects
 - Ensuring stable tax rates
 - Facilitating long term financial planning
 - Managing cash flows
 - Offsetting revenue shortfalls

Florida League of Cities on the Rolled Back Rate:

<https://www.flcities.com/floridaformula/#local-voices-section-two>





Overview

This presentation contains property tax data specific to the City of Cocoa, including how local revenues fund essential services such as public safety and infrastructure. This information is intended to provide helpful local context for evaluating proposals that may affect municipal funding.

Glossary:

Ad Valorem: a Latin term meaning “according to value,” are property taxes that are based on the assessed value of your real estate property in Florida. These taxes fund local services such as schools, fire departments, and municipal services that benefit the community at large. In Florida, the process for calculating Ad Valorem taxes involves assessing the property’s value at the beginning of the year and then applying the millage rate, which is the amount per \$1,000 of property value used to calculate taxes owed. Local government entities set these rates, which can vary depending on the area and the services provided. *Florida Constitution, Article VII, Section 9, & VIII*

Assessed Valuation: a market value minus any fractional assessment such as Save Our Homes cap, 10% cap, or agricultural classification.

Millage Rate: a tax rate defined as the dollars assessed for each \$1,000 of value; one mill is one dollar per \$1,000 of assessed value. Mathematically the equation is: $\text{Taxable value} \div 1,000 \times \text{millage rate} = \text{Property Tax Owed}$. *Ch. 200.065, Florida Statutes*

Non-Ad Valorem: taxes are not based on the property value but are assessed for specific services or benefits provided to the property. These can include charges for waste disposal, water management, street lighting, and infrastructure improvements, among others. In Florida, Non-Ad Valorem assessments are often found on the same tax bill as Ad Valorem taxes but are calculated independently and serve different purposes.

Homestead Exemption: When someone owns property and makes it his or her permanent residence or the permanent residence of his or her dependent, the property owner may be eligible to receive a homestead exemption that would decrease the property’s taxable value by as much as \$50,000. This exemption qualifies the home for the Save Our Homes assessment limitation. While the exemption is nontransferable, a homeowner may be able to transfer or “port” all or part of the assessment difference to a new Florida homestead.

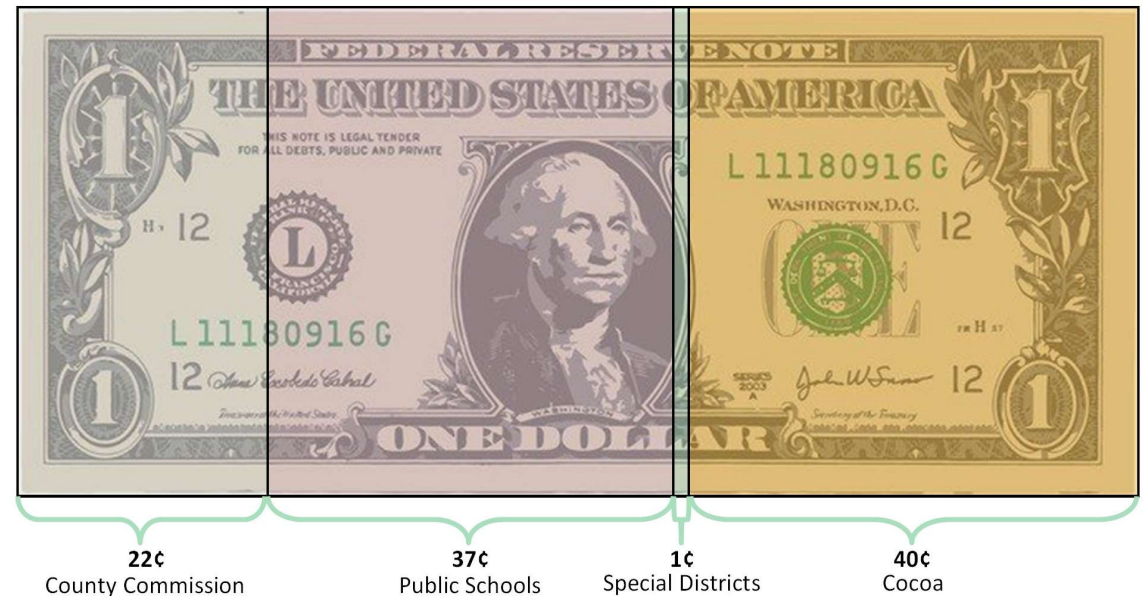
Rolled-back Rate: a millage rate calculated by prior years value, it takes the growth from the prior year minus new construction and generates a millage rate to reflect values at the level. *Ch. 200.065, Florida Statutes*

Save Our Homes: A 1995 Florida Constitutional amendment that ensures the assessed value of property with a homestead exemption cannot increase more than 3% or the percent change in the Consumer Price Index (CPI), whichever is less. In the ten years from 2013 to 2022, the CPI change ranged from 0.7% to 7.0%, with 9 years falling below the 3% value limit. In addition to the “Save our Homes” provisions, Florida homeowners may qualify for other exemptions that can lower their property taxes.



Millage Rate Breakdown

The illustration to the right is to highlight how each dollar is distributed proportionately to each respective taxing authority within the City of Cocoa. This means for every dollar paid in taxes forty cents of that dollar go to funding the local city operations, including parks and beautification, street up-keep, police services, and fire services.



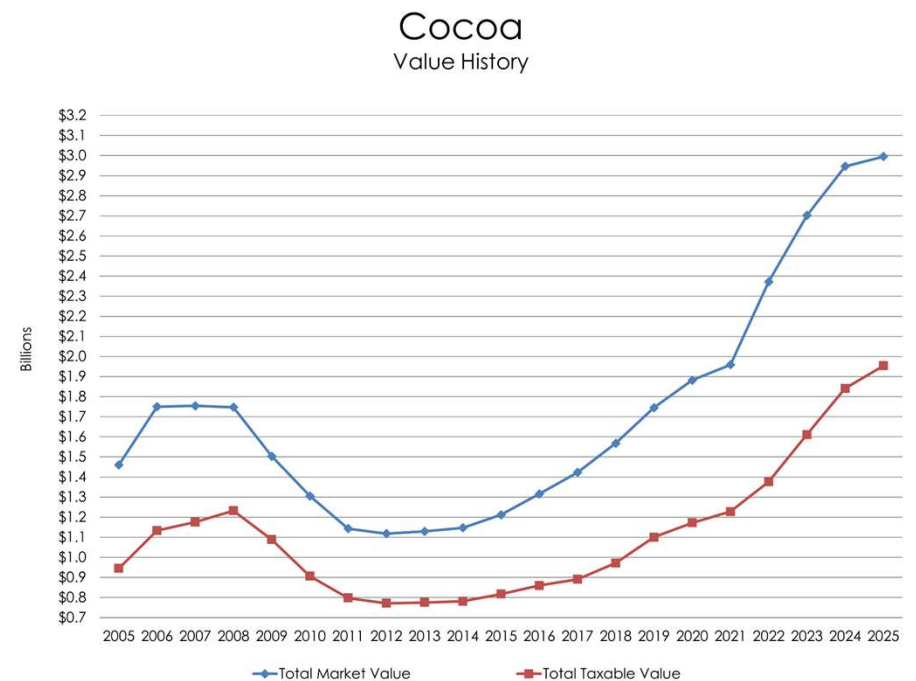
Entity	Millage Rate	Percentage
County Commission	3.8477*	22%
Brevard County Public Schools	6.3110	37%
Special Districts	0.2081	1%
Municipality (Cocoa)	6.9532	40%
Total	17.3200	100%

**City of Cocoa consists of six separate County tax districts each with their own respective district tax. To give an accurate representation for all taxpayers the six county millage rates were averaged to give the millage rate used for the total. Each individual district tax roll will vary slightly.*



Market Value Vs. Taxable Value

Cocoa has seen dramatic growth in market value over the past five years. With the Save our Homes Amendment putting a cap on tax increases, the difference between market value and taxable value for the City of Cocoa is currently at 36.7% and growing. Of the \$1.84 Billion in taxable value shown in 2024 (right) only 39% percent was taxable after applying tax exemptions; examples being senior, disability, and military exemptions. For Cocoa, 24.1% of residential taxpayers have Homestead exemptions. The average taxable value after exemptions for residential homes in Cocoa was \$115,875.83. The average total taxable value of residential homes in Cocoa in 2024 was \$135,684.16. This is an average household tax savings of \$137.73 per year. This doesn't seem like a lot, but across every resident this is a cumulative savings of \$1,544,361.66. For all taxable properties, the savings are \$9,130,455.45, which would almost double what the City earns in Ad Valorem Revenue every year!

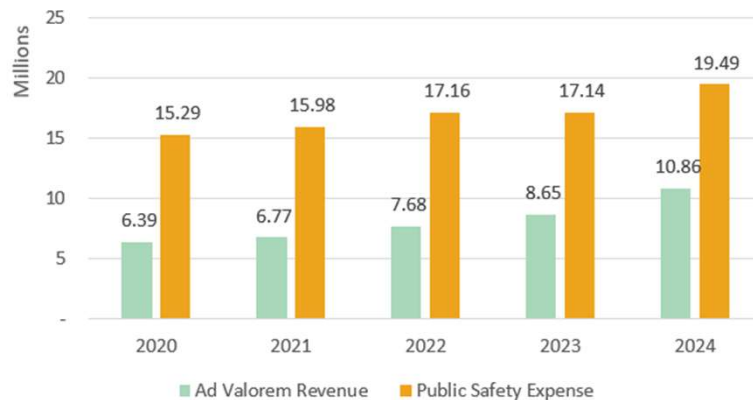


Source: Brevard County Property Appraisers – Value History by Municipality

Ad Valorem & Non-ad Valorem Revenues

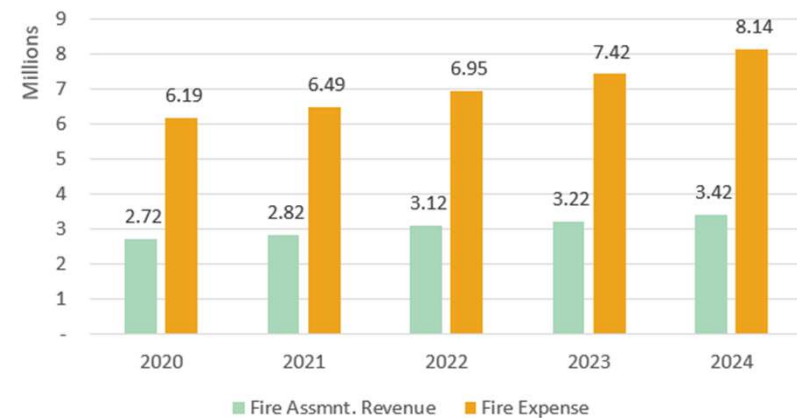
The illustration below is to highlight the amount of ad valorem revenue received by the city compared to the costs for annual operation of the City's public safety departments. As you can see, the Ad Valorem revenues received cover an average of only 47% of the costs for public safety

Ad Valorem Revenue Vs. Public Safety Expense



Additional funds are needed to offset the fire department costs and those are in the form of a Non-Ad Valorem tax, a Fire Assessment, which is illustrated below with just the cost for operating the fire safety services. This additional revenue still only covers 42% of operational costs for the fire department.

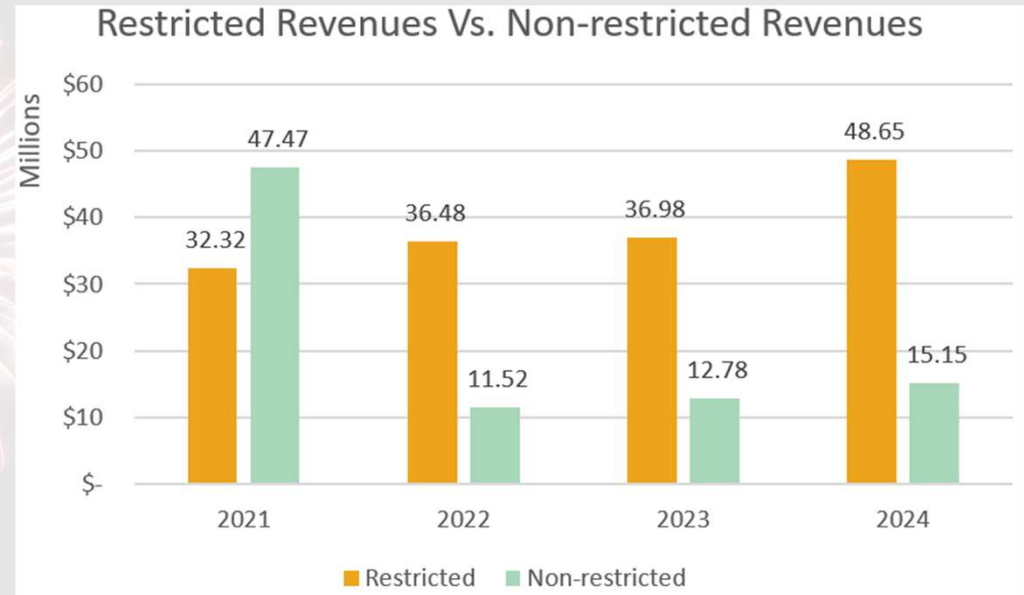
Fire Assessment Revenue Vs Fire Operational Costs



Revenues

There are two major types of revenue sources a municipality can utilize for funding its operations. These are restricted sources and non-restricted. Restricted sources have set rules for what they can be used for. Things like permit fees and charges for services must be used towards costs associated with the revenues. Examples of restricted revenue include permit fees paying for building inspections, and costs to maintain city facilities such as our civic center or park used for an event.

Non-restricted revenues are constitutionally authorized sources that municipalities may use for whatever purpose the municipality has. These are the operational and sometimes capital costs that are not offset with restricted revenues. Examples of non-restricted revenues are the Utility service taxes paying daily costs of administrative services the city incurs for normal operation.



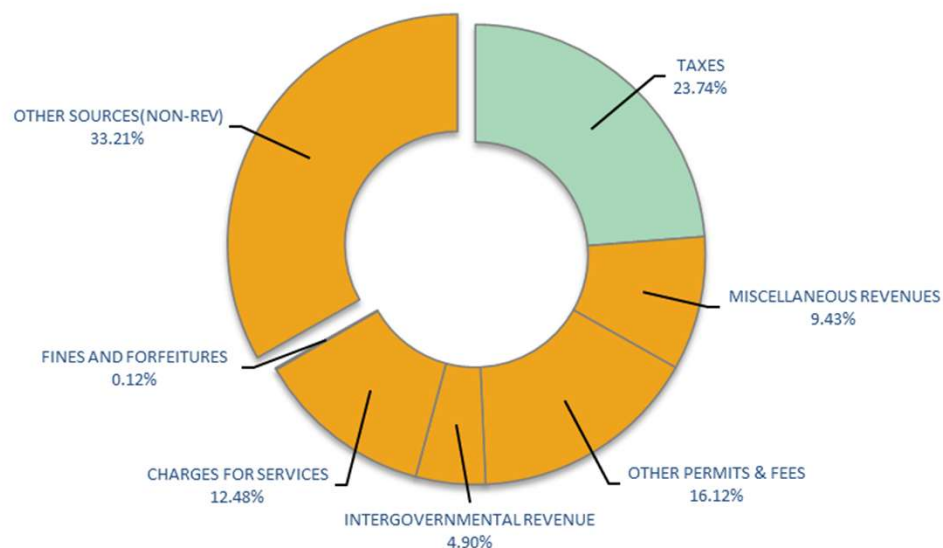
The figure below outlines the non-restricted revenues for FY 2024;

Revenue Sources	FY 2024	Percentage
Ad Valorem	10,859,563.74	71.69%
Sales Use & Fuel Tax	542,384.76	3.58%
Utility Service Tax	2,953,998.96	19.50%
Communication Service Tax	649,957.86	4.29%
Local Business Tax	141,883.43	0.94%
Total	15,147,788.75	100%



Revenue Sources

The City of Cocoa tries to maintain diverse revenue sources to provide a more robust financial infrastructure and promote financial stability (illustrated in the chart to the right outlining revenues by percentage of the General Fund). Orange represents restricted sources while teal is the non-restricted sources. The primary source of revenue for the General Fund is the Other Sources, which is primarily comprised of interfund transfers. These are non-revenue sources such as return on investments and the overhead allocation from the Utilities department that are determined based on a study done by a consultant every year.



QUESTIONS

Stockton Whitten
City Manager

☎ (321) 433-8660

✉ SWhitten@cocoafl.gov

Rebecca Bowman, MBA, CGFO, CGFM
Finance Director

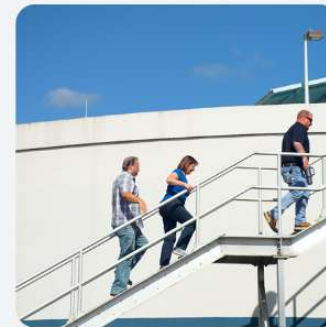
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FY 2026 Budget Presentation
Final Budget Hearing
Special City Council Meeting
September 16, 2025



TRIM (Truth in Millage) Process

❑ Step 1

Adopt the FY 2026 Final Millage Rate

Note: The final millage rate cannot exceed the millage rate of 6.9532 approved by City Council on July 22, 2025, by a (3-2) vote.

The FY 2026 Budget was developed with assumptions of Ad Valorem Revenue at 6.9532 Mills @ 95% (State requires at least 95%), to support ongoing operational needs.

❑ Step 2

Adopt the FY 2026 City of Cocoa Final Budget



Objectives of This Final Budget Hearing

- Adopt a Final Millage Rate for FY 2026
- Adopt a Final Budget for FY 2026

The City must have a balanced budget by October 1, 2025

This Final Budget Hearing was publicly advertised via the Florida Today Newspaper on September 14, 2025.



FY 2026 Comparative City Rates

Ranking	Municipality	Current	Rolled-back	Proposed	Ad Valorem
1	Satellite Beach	7.9812	7.6505	7.9000	\$ 2,881,177
2	Cocoa	6.9532	6.7367	6.9532	\$ 13,583,865*
3	Palm Bay	6.7339	6.4071	6.7339	\$ 67,189,256
4	Melbourne	6.5466	6.2927	6.6703	\$ 56,357,410
5	Titusville	6.5817	6.1938	6.3000	\$ 23,090,658
6	Indialantic	5.9999	5.6717	6.2388	\$ 4,382,963
7	Cocoa Beach	6.1644	5.6945	6.0000	\$ 18,779,527
8	Indian Harbour Bch.	5.5168	5.3000	5.5099	\$ 8,166,649
9	Rockledge	5.3800	5.4151	5.3500	\$ 14,245,091
10	Melbourne Beach	4.4770	4.2574	4.6000	\$ 3,167,977

City of Cocoa's FY 2026 Final Millage Rate is the same as 2025. Note: Ranking uses the Proposed Rate (As of 8-25-25)

*The City budgets for ad valorem revenues at 95% which equals \$12,904,672
This includes transfers to the Community Redevelopment Agencies in the amount of \$1,810,065
The net amount of Ad Valorem revenue for the General Fund available for use is \$11,094,065

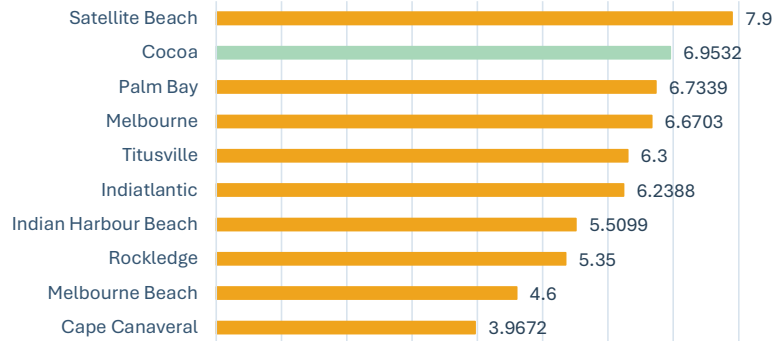
FY 2026 Comparative Ad Valorem as a Percentage of Total General Fund Revenues

Rank	Municipality	Ad Valorem (AV)	General Fund (GF)	AV as a % of GF
1	Satellite Beach	\$ 12,881,177	\$ 18,614,187	69.2%
2	Melbourne Beach	\$ 3,167,977	\$ 4,582,113	69.1%
3	Indian Harbour Beach	\$ 8,166,649	\$ 12,348,851	66.1%
4	Indialantic	\$ 4,382,963	\$ 7,937,094	55.2%
5	Palm Bay	\$ 67,189,256	\$ 122,863,972	54.7%
6	Melbourne	\$ 56,357,410	\$ 120,669,439	46.7%
7	Rockledge	\$ 14,245,091	\$ 35,854,041	39.7%
8	Titusville	\$ 23,090,658	\$ 61,757,537	37.4%
9	Cape Canaveral	\$ 8,052,264	\$ 24,641,781	32.7%
10	Cocoa	\$ 13,583,865	\$ 54,995,785	24.7%

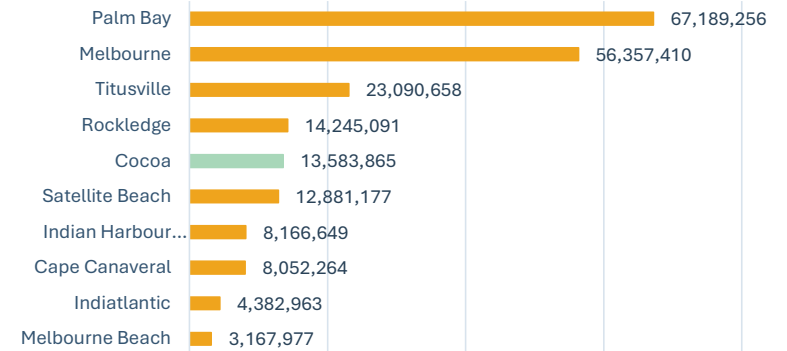


Visualizations of Cities Ranked:

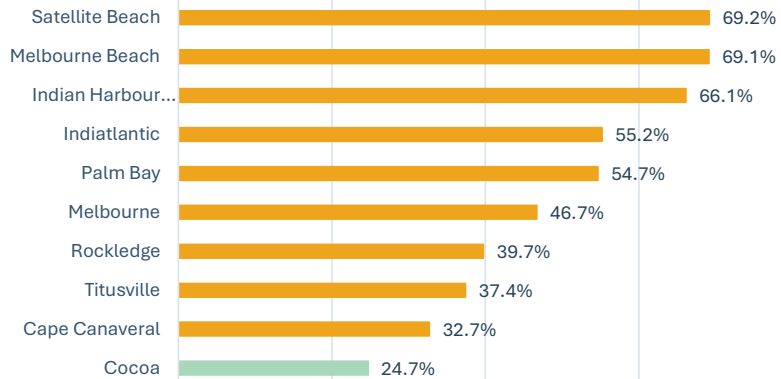
City Ranking by Millage Rate



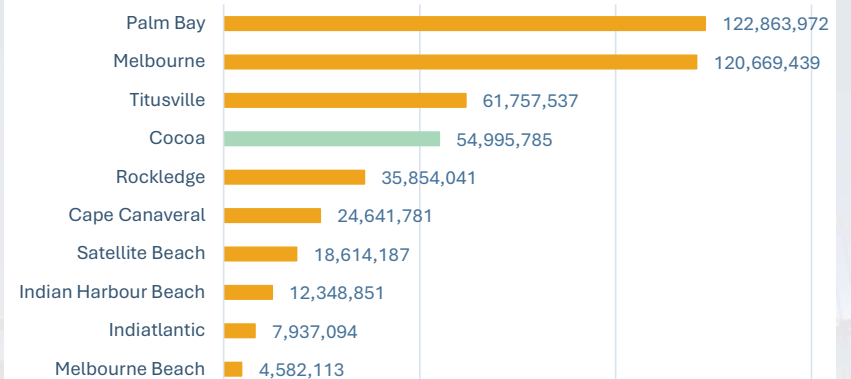
Total Ad Valorem Revenue Earned



Ad Valorem % of Total GF Revenue



Total General Fund Revenue



FY2026 TRIM Rate Options

	Taxable Value	Rate	Gross Tax Revenue	Tax Revenue @95%	FY2025-FY2026 Revenue Variance
FY2025 Final Gross Taxable Value	\$1,841,253,676	6.9532	\$12,802,605	\$12,162,475	
FY2026 Millage Options					
Proposed Final Rate	\$1,953,613,434	6.9532	\$13,583,865	\$12,904,672	* \$742,197
Rolled-Back Rate	\$1,953,613,434	6.7367	\$13,160,908	\$12,502,862	*\$340,387
Unanimous Vote or Referendum	\$ 1,953,613,434	10.0000	\$19,536,134	\$18,559,328	\$6,396,853

***If the Rolled Back Rate was used, General Fund Revenues would need to be decreased by \$401,810 and the FY26 General Fund Expenditures would need to be cut by the same amount.**

FY 2026 General Fund Major Capital

Public Works	
Annual Street Paving	\$500,000
Safe Routes to School Signage	\$62,500
Stump Cutter	\$59,000
Vehicle	\$48,000
Police Department	
(7) Vehicles	\$397,725
HVAC's PD Headquarters	\$240,000
Fire Department	
Diesel Generator	\$200,000
Apparatus Bay Floor Coating	\$99,000
Vehicle	\$62,000
Lucas V3 CPR Machine	\$30,849

All General Fund Capital Funded by reoccurring Revenue

Reduction to Ad Valorem Revenue - Due to Required TIF Payments to the CRAs from the General Fund

CRA	Millage 6.9532 FY2025 Current Adopted Rate @95%	Millage 6.9532 FY2026 Proposed Rate at 95%	Difference Between FY2025 and FY2026 @ Proposed Millage	Millage 6.7367 FY2026 Valuation at the Rolled- Back Rate @95%	Difference Between FY2026 Proposed Millage and the Rolled Back Rate
Cocoa	\$1,301,579	\$1,387,299	\$85,720	\$1,344,104	(\$43,195)
Diamond Square	\$372,242	\$423,308	\$51,066	\$410,063	(\$13,245)
Total to CRAs	\$1,673,821	\$1,810,607	\$136,786	\$1,754,166	*(\$56,440)

***If the Rolled Back Rate was used, the CRA's would revenue would be reduced by \$56,440**

9

Rolled Back Rate

Rolled Back Rate Definition: The millage rate, called the “Rolled Back Rate”, allows local governments some growth in revenues, by excluding new construction from the calculation and keeps the taxpayers taxes the same as the previous year. The rolled back rate is a term that applies to the property tax rate as it changes year over year, in relation to property values.

The FY 2026 Rolled Back Rate is 6.7367



Substantive Issues to Discuss

- ✓ This is a 3.21% increase over the rolled back rate
- ✓ This increase was needed to fund:
 - Essential Service Costs
 - Mandatory or Critical Capital Equipment
 - Salaries and Benefits
 - Absorb Inflationary Costs
- ✓ Total FY 2026 Budget is \$194,811,362
- ✓ General Fund Revenue is \$54,995,785
- ✓ The General Fund Budget includes a millage rate of 6.9532



Public Announcement

- ✓ The City of Cocoa is the taxing authority
- ✓ The rolled-back rate is 6.7367
- ✓ The millage rate of 6.9532 is a tax increase of 3.21% as a percent change of the rolled-back rate
- ✓ The millage rate to be levied is 6.9532 which is 0% over the adopted FY2025 millage rate of 6.9532





Public Hearing - Comments



Millage Rate Adoption

Requested Action:

Approve Resolution No. 25-062 the final millage rate of 6.9532 mills. for the City of Cocoa, commencing on October 1, 2025, and ending on September 30, 2026.





FY 2026 Final Budget



FY 2026 Final Budget

Fund	FY 2026 Final Budget
Water/Sewer	\$ 98,257,651
General	\$ 54,995,785
W/S Renewal and Replacement	\$ 21,600,750
W/S Restricted Assets	\$ 8,266,707
Special Revenue	\$ 4,453,773
W/S Impact Fees	\$ 2,112,095
Stormwater	\$ 2,401,815
Debt Service	\$ 1,461,869
Workers Compensation	\$ 1,260,917
Total	\$ 194,811,362





FY 2026 General Fund Overview



General Fund Revenue Sources

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



FY 2026 General Fund Revenues by Funding Source

Funding Source	FY 2026 Final Budget	FY 2026 % of Budget
Other Non-Revenue (Inter-fund transfers, Water/Sewer ROI and 6% PILOFF, Debt Proceeds, Revenues from Unassigned FB (Reserves) (Total Utility Fund Transfers/Utility Fund Support)	\$ 19,398,802	35.27%
Taxes (Ad Valorem, Utility Service Tax and Communication Service Tax)	\$ 17,178,672	31.24%
Charges for Service (Water Billing Services, Garbage Collection Services and Culture/Recreation Fees)	\$ 8,158,428	14.83%
Other Permits & Fees (Building Permits, Franchise Fees, Fire Assessment, and Planning & Zoning Fees)	\$ 6,487,002	11.80%
Intergovernmental (Local, State & Federal Grants, Housing Authority Payments in Lieu of Taxes, and State Shared Revenues)	\$ 3,122,667	5.68%
Miscellaneous (Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Insurance Proceeds, etc.)	\$ 620,214	1.13%
Fines and Forfeitures	\$ 30,000	0.05%
Total FY 2026 Revenue by Funding Source	\$ 54,995,785	100.00%

FY 2026 Final Budget

General Fund By Department

General Fund Department	FY 2025 Adopted Budget	FY 2026 Final Budget	Variance	FY 2026 % of Budget
*Police	\$ 13,887,491	\$ 13,264,027	(\$ 623,464)	24.12%
Public Works	\$ 12,383,375	\$ 11,883,777	(\$ 499,598)	21.61%
Fire	\$ 9,556,724	\$ 9,864,081	\$ 307,357	17.94%
General Operations	\$ 7,342,851	\$ 7,754,472	\$ 411,621	14.10%
Finance	\$ 4,316,591	\$ 4,483,126	\$ 166,535	8.15%
Information Technology	\$ 3,061,339	\$ 3,126,925	\$ 65,586	5.69%
**Human Resources	\$ 1,209,532	\$ 912,330	(\$ 297,202)	1.66%
**City Manager's Office	\$1,050,923	\$ 1,509,294	\$ 458,371	2.74%
Communication/Economic Development	\$1,001,508	\$ 1,103,078	\$ 101,570	2.01%
*Community Services	\$ 214,265	\$ 742,701	\$ 528,436	1.35%
City Council	\$ 179,948	\$ 178,984	(\$ 964)	0.33%
Emergency Operations	\$ 173,015	\$ 172,990	(\$ 25)	0.31%
Total	\$ 54,377,562	\$ 54,995,785	\$ 618,223	100.00%

*Code Enforcement Moved to Community Services in FY 2026

** City Clerk Moved to the City Manager's Department in FY 2026



FY 2026 Water/Sewer Budget Overview



FY 2026 Water Sewer Revenues by Funding Source



Funding Source	FY 2026 Final Budget	FY 2026 % of Budget
Charges for Service (Water, Sewer and Reuse Sales, Connection Fees, Hydrant Fees, Fireline Fees, Backflow Device Checks, Grease Trap Permits and Connection Fees)	\$ 83,328,643	84.81%
Other Non-Revenue (Revenues from Unrestricted Net Position)	\$ 14,572,823	14.83%
Miscellaneous (Interest, Rent and Royalties, other minor revenues)	\$ 356,185	0.36%
Total FY 2026 Revenue by Funding Source	\$ 98,257,651	100.00%



FY 2026 Final Budget

Water/Sewer Fund by Division



Water/Sewer Fund	FY 2025 Adopted Budget	FY 2026 Final Budget	Variance	FY 2026 % of Budget
Administration (ROI, 6% PILOFF, Overhead Allocation, R & R Capital, and Debt Service Transfers)	\$ 44,031,323	\$ 53,541,717	\$ 9,510,394	54.49%
Water Production	\$ 17,488,227	\$ 19,139,884	\$ 1,651,657	19.48%
Water Field Operations	\$ 10,979,324	\$ 11,883,926	\$ 904,602	12.09%
Water Reclamation	\$ 4,456,199	\$ 4,382,057	(\$ 74,142)	4.46%
Engineering	\$ 3,509,958	\$ 3,194,462	(\$ 315,496)	3.25%
Sewer Field Operations	\$ 2,364,248	\$ 2,991,344	\$ 627,096	3.04%
Debt Services	\$ 2,171,331	\$ 2,405,337	\$ 234,006	2.45%
Utility Support Services	\$ 468,106	\$ 529,505	\$ 61,399	0.54%
Inventory	\$ 191,870	\$ 189,419	(\$ 2,451)	0.19%
Total	\$ 85,660,586	\$ 98,257,651	\$ 12,597,065	100.00%





FY 2026 Stormwater Budget Overview



FY 2026 Stormwater Revenues by Funding Source

Funding Source	FY 2026 Final Budget	FY 2026 % of Budget
Special Assessments	\$ 2,281,415	94.99%
Tax Certificates	\$ 110,000	4.58%
Delinquent Tax	\$ 10,000	0.41%
Other Miscellaneous Revenues	\$ 400	0.02%
Total FY 2026 Revenue By Funding Source	\$ 2,401,815	100.00%



FY 2026 Stormwater Tentative Budget

Stormwater Fund	FY 2025 Adopted Budget	FY 2026 Final Budget	Variance	FY 2026 % of Budget
Personal Services	\$ 638,667	\$ 641,393	\$ 2,726	26.70%
Operating	\$ 761,110	\$ 903,091	\$ 141,981	37.60%
Capital	\$ 568,900	\$ 561,000	(\$ 7,900)	23.36%
Other Non-Revenue (Overhead Allocation)	\$ 328,128	\$ 293,414	(\$ 34,714)	12.22%
Debt Service	\$ 2,599	\$ 2,917	\$ 318	0.12%
Total	\$ 2,299,404	\$ 2,401,815	\$ 102,411	100.00%



Capital Improvement Plan (CIP)

The City attached a 5-year CIP with the adoption of the Budget

Resolution #2025-059

The table below has the total costs, broken out by Fund over the course of the next 5 years from FY 2026 through FY 2030. See the City's CIP plan with the cost broken out by Project and Division

Fund	FY 2026	FY 2027	FY 2028	FY2029	FY2030
General	\$ 1,879,568	\$ 3,383,945	\$ 2,695,143	\$ 2,096,068	\$ 1,536,612
Cocoa CRA	\$ 60,000	\$ -	\$ -	\$ -	\$ -
Water/Sewer	\$ 1,400,607	\$ 795,267	\$ 1,570,681	\$ 525,962	\$ 658,478
Stormwater	\$ 558,000	\$ 995,000	\$ 2,015,000	\$ 235,000	\$ 385,000
Water/Sewer R&R	\$ 21,600,750	\$ 44,839,000	\$ 42,771,500	\$ 16,206,400	\$ 13,396,000
Total	\$ 25,498,925	\$ 50,013,212	\$ 49,052,324	\$ 19,063,430	\$ 15,976,090





Public Hearing - Comments



Adopting the FY2026 Final Budget



Requested Action

- Approve Resolution No. 2025-063 adopting the Fiscal Year 2026 Final Budget & CIP for the City of Cocoa, for the Fiscal Year commencing October 1, 2025, and ending on September 30, 2026.



QUESTIONS/CONTACT

**Rebecca Bowman, MBA,
CGFO, CGFM**
Finance Director



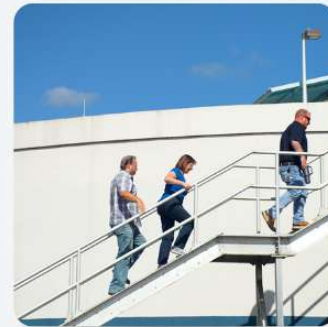
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CITY COUNCIL AGENDA ITEM

Memo Date: September 3, 2025
Agenda Date: September 16, 2025
File ID: 2025-885
Prepared By: Samantha Senger, Communications & Economic Development Director
Through: Stockton Whitten, City Manager
Requested Action: Staff recommends approval on Second Reading of Ordinance 09-2025 adopting the proposed revisions to the solid waste contract/franchise with Waste Management Inc. of Florida to provide residential and commercial solid waste services within the incorporated city limits of the City of Cocoa. Authorize the Mayor, City Manager, and City Attorney to execute all documentation needed to implement the proposed contract revisions.

BACKGROUND:

Article XV of the City Charter requires that franchise agreements be adopted by Ordinance, and the current solid waste franchise is substantially incorporated into Section 9-21 and 9-22 of the City Code. The proposed Ordinance adopts revisions to the current waste franchise agreement/franchise with Waste Management, Inc. and will replace similar provisions currently incorporated into the City Code.

In October 2021, the City's waste services contract with Waste Management was renewed for a term of October 1, 2021, to September 30, 2028 (via Ordinance No. 10-2021). Council approved to negotiate a contract with the current provider, Waste Management of Florida, as opposed to soliciting bids due to the cost increases recently seen in new contracts around the state. As part of that extension of the contract, and to keep increases for our residents to a minimum, the bulk yard waste pick-up process was changed in the previous contract; it was regularly serviced once a week without having to call for pick-up. This service is now picked up on an as-needed basis instead of a regular service day. This means that any resident who has a large pile of yard debris has to call Public Works to schedule a pick-up, which would occur within 10 business days. The reason for this change was that not every resident has bulk yard waste and thus does not use the service. But it would still be available to those residents who need the service; they just have to make a phone call to request the service.

Due to issues seen in the community with the new pick-up process, Council gave direction to staff at the August 26, 2025 City Council meeting to move forward with contract revisions to include the following:

- Add on both regularly scheduled, routed bulk yard waste and bulk trash collection every other week (alternating). Residents will get their bulk yard waste picked up

one week and their bulk trash picked-up the next week without having to call in for this service.

- Extend the current agreement term date to September 30, 2030.
- This will still include the 3% annual CPI increase.
- Residents will see a \$3.74 per month increase beginning October 1, 2025.
- Commercial rates for bulk trash pick-up would also increase \$0.41 per cubic yard, billed through Waste Management.

New rates for service will be:

Type	Current Monthly Rate	3% CPI Increase (not calculated on admin fee)	Enhanced Bulk Yard and Trash Services	New Monthly Total
Solid Waste	\$10.67	\$0.28	\$1.30	\$12.25
Recycling	\$4.21	\$0.11		\$4.32
Green Waste	\$5.23	\$0.14	\$1.91	\$7.28
Total	\$20.11	\$0.53	\$3.21	\$23.85

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

Budgeted? Yes

Budget adjustments needed for FY26 to recognize revenue and expenses.

PREVIOUS ACTION:

The previous Solid Waste Services Agreement with Waste Management began in 2006 and was first renewed in 2011 and then a final five-year renewal in 2016. In February 2021, City Council directed staff to negotiate a new contract with Waste Management to keep any potential increases to residents to a minimum. On August 26, 2025, City Council approved the adjustments to the Waste Services Agreement with Waste Management to provide enhanced services to include regular bulk trash and bulk yard waste collection.

RECOMMENDED MOTION:

Staff recommends approval on Second Reading of Ordinance 09-2025 adopting the proposed revisions to the solid waste contract/franchise with Waste Management Inc. of

Florida to provide residential and commercial solid waste services within the incorporated city limits of the City of Cocoa. Authorize the Mayor, City Manager, and City Attorney to execute all documentation needed to implement the proposed contract revisions.

ORDINANCE NO. ____-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, APPROVING AN AMENDED AND RESTATED SOLID WASTE FRANCHISE AGREEMENT BETWEEN THE CITY OF COCOA AND WASTE MANAGEMENT OF FLORIDA, INC., ATTACHED HERETO; ESTABLISHING SOLID WASTE SERVICE CHARGES AS PROVIDED BY SECTION 9-37 OF THE CITY OF COCOA CODE OF ORDINANCES; PROVIDING FOR ANNUAL INCREASES IN SERVICE CHARGES EQUAL TO THE CONSUMER PRICE INDEX FOR GARBAGE AND TRASH; EXTENDING THE ORIGINAL TERM TO SEPTEMBER 30, 2030; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section 2(b) of the Florida Constitution, municipalities have governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law ("Municipal Home Rule Authority"); and

WHEREAS, Article XV of the City Charter authorizes the City Council to adopt franchise agreements by Ordinance and Section 9-37 of the Cocoa Code provides that the City may establish and collect service charges for inspecting, collecting, hauling and disposing of solid waste, special waste, sludge, construction and demolition debris or any other waste; and

WHEREAS, Ordinance 10-2021, adopted by the City Council on September 14, 2021, adopted a Solid Waste Agreement ("Agreement") between the City and Contractor and awarded Contractor a franchise to provide for the collection and disposal of bulk trash, refuse, vegetative waste, and recyclable materials; and

WHEREAS, the current Agreement expires on September 30, 2028; and

WHEREAS, the parties have mutually agreed to amend the Agreement to extend the original term to September 30, 2030 with mutually agreed upon extensions; and

WHEREAS, the parties mutually agree to the adoption of amended rates and contractual terms and obligations between the City and Contractor as more specifically set forth herein; and

WHEREAS, the City establishes rates between the City and Customer to include Franchise and Administrative Fees;

WHEREAS, the City and Contractor have established automatic annual service and price index charge adjustments to keep pace with the rates and charges the City may owe to the Contractor; and

WHEREAS, the City Council finds that this Ordinance serves a public purpose and is in the best of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. Incorporation of Recitals. The foregoing recitals are affirmed and incorporated as part of this resolution.

Section 2. Establishment of the Amended and Restated Solid Waste Agreement and Rates. The City Council hereby approves the Amended and Restated Solid Waste Agreement between the City of Cocoa and Waste Management Inc. of Florida, attached hereto as **Exhibit 1**, and fully incorporated herein by this reference. The City Council's approval of the Amended and Restated Agreement shall also serve to expressly adopt the rates for solid waste services set forth therein. The changes shown in the Amended and Restated Solid Waste Agreement are reflected as follows: underlined type indicates additions and ~~strikeout~~ type indicates deletions from the original Agreement.

Section 3. Establishment of Customer Fees. The City Council hereby approves a continuation of the previously established administrative fees and a franchise fee equal to 10% of the cost of the solid waste service charged to the City by the Contractor on the customer's water bill.

Section 4. Service Charge Adjustment. Service charges shall be annually adjusted automatically based on the Consumer Price Index for Garbage and Trash (G&T), Series ID CUUR0000SEHG02, (DEC 2003=100) Index with a maximum adjustment of 3% per calendar year.

Section 5. Garbage Only Accounts. Garbage Only accounts that are not affiliated with a specific water account will be assessed a deposit equal to two (2) times the average monthly garage service charge which will be refunded upon termination of the account. Existing Garbage only accounts with excellent credit history, as determined by the Finance Director, will be grandfathered in.

Section 6. Repeal of Prior Inconsistent Ordinances and Resolutions. All ordinances or resolutions or parts of ordinances and resolutions in conflict herewith are repealed to the extent of the conflict.

Section 7. Incorporation into the Code. The City Clerk, in consultation with the City Attorney and Public Works Director, is hereby authorized and directed to incorporate all or portions of the Agreement adopted hereunder into the City Code, Sections 9-21 and 9-22, in a manner similar to the existing provisions under 9-21 and 9-22. Any section

or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

Section 8. Severability. Should any section or provision of this resolution, or any portion hereof, any paragraph, sentence, or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

Section 9. Effective Date. This Ordinance shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida. However, the Amended and Restated Solid Waste Agreement and rates shall become effective October 1, 2025.

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the _____ day of September, 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk

Exhibit 1 – Amended and Restated Solid Waste Contract

Ordinance Exhibit 1

AMENDED AND RESTATED SOLID WASTE AGREEMENT

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The changes shown in this Amended and Restated Solid Waste Agreement are reflected as follows: underlined type indicates additions and ~~strikeout~~ type indicates deletions from the original Agreement.

AMENDED AND RESTATED SOLID WASTE AGREEMENT

THIS AMENDED AND RESTATED SOLID WASTE AGREEMENT made and entered into this ____ day of October, 2025, by and between the **CITY OF COCOA, FLORIDA**, a Florida Municipal Corporation, located at 65 Stone Street (hereinafter "City") and **WASTE MANAGEMENT INC. OF FLORIDA**, a Florida Corporation, located at 3303 Lake Drive, Cocoa, Florida 32926 (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the parties previously entered into a Solid Waste Agreement effective October 1, 2021 (the "Original Agreement"); and

WHEREAS, there is an immediate and continuing need for the collection and disposal of bulk trash, refuse, vegetative waste, and recyclable materials from residents, businesses, and other entities within the municipal boundaries of the City of Cocoa; and

WHEREAS, Contractor has the necessary equipment, personnel, and experience to properly perform the collection and disposal services described herein; and

WHEREAS, it appears to be in the best interests of the public health, safety, and welfare of the citizens of the City of Cocoa and its resident businesses and entities to award a franchise to Contractor to provide for the collection and disposal of bulk trash, refuse, vegetative waste, and recyclable materials upon the terms and conditions more particularly described herein.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and consideration contained herein, the City and Contractor agree as hereinafter set forth:

1. **Recitals.** The foregoing recitals are true and accurate and are incorporated herein by reference.
2. **Definitions.** The following words and phrases contained in this Agreement shall have the meaning described in this section unless the context clearly indicates otherwise:
 - 2.1. **Administrative Fee:** Shall mean administrative fees charged by the City to all customers for services related to response to inquiries, supplemental vegetative waste collection, account billing services and all other administrative requirements of the contract.
 - 2.2. **Authorized Representative:** Shall mean the City Manager or his designee who shall represent the City in the administration and supervision of the Agreement. The City Manager's designee, if any, shall be appointed in writing, and said appointment may be for the administration and supervision of this Agreement, in whole or in part.
 - 2.3. **Automated Cart or Autocart:** Shall mean a 64 or 96-gallon durable plastic container with a lid, wheels, and handles made with recycled content for automated garbage and recycling collection services. The carts shall be uniform in color, contain instructions for use and contain the Contractor logo. Garbage and recycling autocarts shall be green in color, with the exception that recycling autocarts shall have a yellow lid to distinguish the difference between garbage and recycling autocarts. Slight sizing variations due to manufacturing differences are acceptable.
 - 2.4. **Automated Cart Program:** Shall mean the program where the contractor provides fully assembled autocarts to new residences/residents for solid waste and recycling collection, as current residences already have autocarts. The contractor is to distribute autocarts prior to the start of collection services to prevent any lapse in service.

- 2.5. **Biohazardous Waste:** Shall mean any solid waste or liquid waste which may present a threat of infection or disease to humans or may reasonably be suspected of harboring pathogenic organisms. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which contain human-disease-causing agents; used or contaminated disposable sharps (e.g. hypodermic needles, syringes, broken glass, and scalpel blades), human blood, and human blood products and body fluids; and other materials which in the opinion of the Department of Health and Rehabilitative Services represent a significant risk of infection to persons outside the generating facility.
- 2.6. **Biological Waste:** Shall mean solid waste that cause or has the capability of causing disease or infection and includes, but is not limited to, Biohazardous waste, diseased or dead animals, and other waste capable of transmitting pathogens to humans or animals. This term is not inclusive of human remains that are disposed by a person license under Chapter 470 of the Florida Statutes.
- 2.7. **Bulk Trash:** Shall mean any non-vegetative item which cannot be containerized, bagged or bundled; including, but not limited to, inoperative and discarded refrigerators, ranges, toilets, washers, dryers, water heaters, sinks, bicycles, and other similar appliances, household goods, and furniture and shall not be commingled with vegetative waste. Bulk trash shall also mean large vegetative waste, which cannot reasonably be cut and placed in garbage carts and having lengths not exceeding four feet and having diameters less than 6 inches or bundles of more than 21 palm fronds, and when exceeding three (3) cubic yards, it must be serviced using a clam or claw truck.
- 2.8. **City:** Shall mean the City of Cocoa, a Florida Municipal Corporation located in Brevard County, Florida, acting through its City Council or Authorized Representative.
- 2.9. **City Council:** Shall mean the City Council of the City of Cocoa, Florida.
- 2.10. **City Code or Code:** Shall mean the Code of Ordinances of the City of Cocoa, Florida.
- 2.11. **Collection and Disposal Service:** Shall mean the process whereby refuse, bulk trash, vegetative waste, or recyclable material is collected and transported for disposal by Contractor under this Agreement to a designated facility or some other approved disposal facility.
- 2.12. **Collection Equipment:** Shall mean any vehicle or equipment that is used by Contractor to perform the collection and disposal service required by this Agreement.
- 2.13. **Collection Vehicle:** Shall mean any vehicle that is used by Contractor to perform the collection and disposal service required by this Agreement.
- 2.14. **Collection Regulations:** Shall mean any local, state, and federal laws and administrative rules that regulate any and all aspects of collection and disposal services, as may be in existence during the term of this Agreement.
- 2.15. **Commercial Service:** Shall herein refer to the collection and disposal service provided to business establishments, churches, schools, multiple dwelling units, office buildings and other commercial establishments serviced by mechanical container and/or commercial 96-gallon autocart service. Commercial services are further defined within Exhibit A. Upon the effective date of this agreement and ordinance, buildings containing three (3) or more permanent living units will be classified as Commercial Service and follow the standard service requirements as described in Section 4.3.
- 2.16. **Commercial Trash:** Shall mean any and all accumulations of paper, rags, excelsior or other packing materials, furniture, appliances, wood, paper or cardboard boxes or containers, sweepings, and any other similar accumulation not included under the definition of garbage, generated by the operation of stores, offices, and other commercial establishments. Commercial trash shall not include special waste.
- 2.17. **Compactor:** Shall mean and include containers dumped mechanically by a collection vehicle and able to be serviced by the Contractor. The type serviced by a front-end loader generally ranges in size from 2-10

cubic yards. The type serviced by a roll off truck generally ranges from 15-50 cubic yards. Both units are designed to mechanically compact solid waste.

- 2.18. Complaint:** Shall mean verbal or written indication from a customer or the Authorized Representative of a problem with any aspect of the collection and disposal services provided by Contractor pursuant to this Agreement, whether or not the problem results in a service call by Contractor.
- 2.19. Construction and Demolition Debris:** Shall have the same meaning prescribed in 62-701.200(24), Florida Administrative Code, which at the effective date of this Agreement means: "discarded materials generally considered to be not water-soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project; clean cardboard, paper, plastic, wood, and metal scraps from a construction project; except as provided in section 403.707(9)(j), F.S., yard trash and unpainted, non-treated wood scraps from sources other than construction or demolition projects; scrap from manufacturing facilities that is the type of material generally used in construction projects and that would meet the definition of construction and demolition debris if it were generated as part of a construction or demolition project, including debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial facilities and de minimis amounts of other non-hazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the construction and demolition industries. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris."
- 2.20. Contract or Agreement:** Shall mean this Amended and Restated Solid Waste Agreement ~~Contract~~, and any amendments and renewals from time to time, executed by the City and the Contractor for the performance of the collection and disposal services described herein.
- 2.21. Contractor or Franchisee:** Shall mean Waste Management Inc. of Florida and its directors, officers, employees, agents, contractors, and assigns.
- 2.22. CPI:** Shall mean the Consumer Price Index-Garbage and Trash, Series ID CUUR0000SEHG02, (Dec 2003=100) for the U.S., published by the United States Department of Labor, Bureau of Labor Statistics.
- 2.23. Customer:** Shall mean City and any person, establishment or entity who receives, is required to receive, or requests collection and disposal services within the service area.
- 2.24. Designated Facility:** Shall mean a disposal processing, recovery, recycling or transfer facility designated by the Authorized Representative.
- 2.25. Disposal Costs:** Shall mean the "tipping fees" or landfill costs charged to the Contractor by others for the disposal of solid waste collected by the Contractor in performing collection and disposal services provided hereunder.
- 2.26. Dispute:** Shall mean a disagreement between Contractor and City concerning a question of fact, interpretation of this Agreement, Contractor's compliance and performance with the terms and conditions of this Agreement, and Contractor's level of service provided while performing collection and disposal services. A dispute does not include a disagreement concerning an annual evaluation as provided in Section 9.
- 2.27. E-waste:** Shall mean Electronic Waste that includes computer towers; laptop computers; tablets; keyboards; zip and external hard drives; flat screen monitors, scanners, printers, speakers; A/V equipment including amps, receivers, DVD, VCR, flat screen televisions, cassette and reel to reel tape players, turntables & related electrical hardware; communication devices (hand held & amateur (ham)

radios, pagers, cell phones, cordless & wired phones); digital cameras, recorders, GPS units and related hardware; remote controls; microwave ovens. This list is subject to change upon notification from Brevard County and/or its E-waste processor.

- 2.28. Franchise:** Shall mean an initial authorization or renewal thereof, voluntarily entered into by the Contractor and issued by the City, whether such authorization is referred to as a franchise permit, license, ordinance, resolution, agreement, contract or otherwise, which authorizes collection and disposal services within the service area. All Franchises shall be presumed to be non-exclusive unless otherwise specifically authorized by City in writing. Any such authorization, in whatever form granted, shall not mean or include any franchise or permit required for the privilege of transacting and carrying on a business within the service area as required by other Code provisions and ordinances of the City.
- 2.29. Garbage:** Shall mean all putrescible waste which generally includes, but is not limited to, kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities. Garbage shall not include special waste.
- 2.30. Hazardous Waste:** Shall mean waste defined as hazardous waste pursuant to local, state, and federal law.
- 2.31. Household Trash:** Shall mean the accumulation of paper, excelsior, rags, wooden or paper boxes and containers, sweepings, broken toys, tools, utensils, whole automobile tires (not to exceed an amount permitted by the designated facility), construction and demolition debris from "do-it-yourself" projects not to exceed two (2) cubic yards per customer per collection, and all other accumulations of a similar nature other than garbage and vegetative waste, which are usual to house keeping and do-it-yourself home improvements.
- 2.32. Mechanical Container:** Shall mean and include plastic or metal containers 2 cubic yards and greater dumped mechanically by a collection vehicle and able to be serviced by Contractor.
- 2.33. Multifamily Commercial:** Shall mean any building containing three (3) or more permanent living units, not including motels and hotels, and any mobile home park and shall be billed as Commercial units and shall follow the standard service requirements as described in Section 4.3.
- 2.34. Multifamily Residential:** Shall mean any building containing three (3) or more permanent living units, not including motels and hotels, and any mobile home park and shall be billed per each unit and shall follow the standard service requirements as described in Section 4.4.
- 2.35. Multiple Dwelling Units:** Shall mean any building containing three (3) or more permanent living units, not including motels and hotels, and any mobile home park. Upon the effective date of this agreement and ordinance, new Multiple Dwelling Units shall be classified as Multifamily Commercial and follow the standard service requirements as described in Section 4.3. Accounts classified as Multiple Dwelling Units prior to the ordinance may continue with existing service requirements as Multifamily Residential service until: (i) the account owner requests a change to Commercial Service, (ii) building use changes, or (iii) redevelopment occurs. If service is changed, the account owner will be responsible for any site alterations required as part of the City of Cocoa Code of Ordinances.
- 2.36. Overage:** Shall mean any solid waste placed on the ground, outside of the designated commercial autocart, mechanical, or roll-off container, or solid waste which exceeds the container's capacity by extending 12 inches or more over the top of the container. The occurrence of an Overage allows the Contractor to charge an extra pickup fee.
- 2.37. Performance and Payment Bond or Letter of Credit:** Shall mean the form of security approved by the City and furnished by the Contractor as required by this Contract as a guarantee that the Contractor will perform the collection and disposal services in accordance with the terms of the Contract.

- 2.38. Recyclable Materials:** Shall mean newspapers (including inserts), aluminum cans, plastic containers (HDPE and PET), brown, clear and green glass bottles and jars, and other solid waste materials added upon written Agreement between the City and the Contractor, when such materials have been either diverted from the remaining solid waste stream or removed prior to their entry into the remaining solid waste stream.
- 2.39. Recycling:** Shall mean any process by which recyclable materials are collected, separated, and processed for purposes of extracting or reusing the raw materials contained in the recyclable materials.
- 2.40. Recycling Container:** Recycling container shall be as defined in Section 2.3 Autocart, or as approved by an authorized representative of the City. Residential customers shall have a 64-gallon Autocart and shall be required to have recycling service. Replacement carts will be provided by and distributed by the Contractor at Contractor's expense throughout the term of this Agreement. Contractor shall retain ownership of the carts upon the termination of this contract.
- 2.41. Refuse:** Shall mean commercial trash, household trash and garbage, or a combination or mixture thereof.
- 2.42. Refuse Container or Garbage Cart:** Refuse container or garbage cart shall be as defined in Section 2.3 Autocart, or as approved by an authorized representative of the City. Residential customers shall have a 64-gallon container and shall be required to have garbage service. Commercial and multiple dwelling unit customers with Autocart service will have a 96-gallon container or dumpster according to the fee rates provided in Exhibit A. Replacement carts will be provided by and distributed by the Contractor at Contractor's expense throughout the term of this Agreement. Contractor shall retain ownership of the carts upon the termination of this contract.
- 2.43. Residential:** Shall mean single family detached homes and duplexes.
- 2.44. Residential Service:** Shall mean collection and disposal services provided to persons occupying residential dwelling units who are not receiving commercial service under this Agreement.
- 2.45. Roll-off Container:** Shall mean a dumpster which is used for the collection and disposal of construction and demolition debris or solid waste. The roll-off container may be of the open or enclosed variety and is typically hoisted onto a specifically equipped truck for transporting the construction and demolition debris or solid waste to a designated facility.
- 2.46. Service Area:** Shall mean the area within the municipal boundaries of the City of Cocoa, Florida, as may be modified from time to time pursuant to Chapter 171, Florida Statutes, and the City of Cocoa Dyal Water Treatment Plant located in Orange County, Florida.
- 2.47. Sludge:** Shall mean the accumulated solids, mixed liquids, residues, and precipitates generated from wastewater treatment, water supply treatment, air pollution control facilities, septic tanks, grease traps, privies, or similar waste disposal appurtenances.
- 2.48. Solid Waste:** Shall mean bulk trash, refuse, vegetative waste, and recyclable materials or any combination thereof.
- 2.49. Special Waste:** Shall mean solid wastes that require special handling and management by Contractor, and which are not accepted at the designated facility or other disposal facility or which are accepted at the designated facility or other disposal facility at higher rates than is charged for refuse, including, but not limited to, asbestos, whole tires which do not constitute household trash, used oil, lead-acid batteries, and biohazardous and hazardous wastes.
- 2.50. Transfer** means the disposal by this Agreement, directly or indirectly, by gift, assignment, voluntary sale, merger, consolidation or otherwise, of twenty percent (20%) or more at one time of the ownership or controlling interest of Contractor, or thirty-five percent (35%) cumulatively over the term of the Agreement of such interests to a corporation, partnership, limited partnership, trust or association, or

person or group of persons acting in concert or a change in control. Transfer shall not include any transfer or assignment to a person controlling, controlled by, or under the same common control as the Contractor at the effective date of this Agreement.

2.51. Vacant Lot/Property: Shall mean any location within the corporate City limits of Cocoa and that is not under City Controlled Property and has no account associated with said location.

2.52. Vegetative Waste or Yard Waste: Shall mean any vegetative matter resulting from routine and normal yard and landscaping maintenance generated on site and shall include materials such as tree and shrub materials, grass clippings, palm fronds, Christmas trees, tree branches and similar vegetative matter usually produced in the care of lawns, landscaping and yards. Bulk vegetative waste includes tree limbs, tree trunks, palm fronds, etc. (cut in lengths of no greater than four (4) feet in length; no larger than 6 inches in diameter and not exceeding fifty (50) pounds per limb, trunk, frond, or bundle thereof) which exceeds three (3) cubic yards and must be serviced using a clam or claw truck.

2.53. Vegetative or Yard Waste Container: Yard waste container or cart shall be as defined in Section 2.3 Autocart, or as approved by an authorized representative of the City. Residential customers shall be provided a 96-gallon container and shall be required to have yard waste service. Commercial and multiple dwelling unit customers will have the option to subscribe for a 96-gallon container or dumpster according to the fee rates provided in Exhibit A. Replacement carts will be provided by and distributed by the Contractor at Contractor's expense throughout the term of this Agreement. Contractor shall retain ownership of the carts upon the termination of this contract.

3. Grant of Franchise. There is hereby granted to Contractor an exclusive right, privilege or franchise to collect and transport for disposal solid waste within the service area, during the term of this Agreement and subject to the limitations and conditions as set forth in this Agreement. All rights granted to Contractor hereunder shall be subject to the continuing right of the City to regulate the City's rights-of-way and to protect the public health, safety, and welfare as shall, at the sole discretion of the City, be in the public's interest. The grant of this franchise shall not affect the City's right to provide collection and disposal services not expressly and unambiguously provided hereunder to Contractor on an exclusive basis or during an emergency. In the event of any conflict or ambiguity hereunder as to whether a collection and disposal service is exclusively granted to Contractor, the conflict or ambiguity shall be construed as granting Contractor a non-exclusive franchise with respect to the collection and disposal service at issue. Nothing under this Division shall be construed as providing any franchise for collection and disposal services not expressly provided for hereunder.

4. Scope of Work. It is the intent of this franchise to provide for the exclusive collection and disposal service of solid waste within the service area, with the exception of the exclusions specifically set forth in this Agreement. Contractor shall perform the collection and disposal service under the following terms and conditions, all of which shall be a material part of this Agreement:

4.1. General Requirements: Contractor shall fully comply with the following:

- A. Laws and Regulations.** Contractor shall be familiar and comply with all collection regulations and shall be solely responsible for determining, absorbing, and adjusting to the financial and practical impact such regulations have on its operation, subject to Contractor's ability to petition the City Council for a rate adjustment pursuant to Section 5.6 of this Agreement.
- B. Labor, Insurance, Equipment, etc.** Contractor shall provide, at its sole cost and expense, all labor, insurance, supervision, machinery, equipment, plant and office buildings, tracks, and other tools, equipment, and accessories necessary to perform the collection and disposal services in accordance with the level of service required by this Agreement.
- C. Protection of Public/Private Property and Utilities.** Contractor shall conduct his work in such a manner as to avoid damage to private or public property and shall repair or pay for any damage caused by its operations, except reasonable wear and tear to roadways. Contractor shall have knowledge of all existing utilities and it shall operate with due care in the vicinity of such utilities

and shall repair or have repaired, at no additional cost to the customer or utility owner, any breakage or damage caused by its operations.

- D. **Spillage.** Contractor shall not cause any spillage of solid waste to occur upon private or public property or the rights-of-way wherein the collection and disposal service occurs. Collection and disposal service shall be performed by Contractor to avoid leaking, spilling, and blowing of solid waste. In the event of any spillage caused by Contractor, Contractor shall promptly clean up all spillage at its expense. Contractor shall maintain sufficient equipment on each collection vehicle (e.g. fork, broom, shovel) to pick up spillage. In addition, Contractor shall promptly clean up all fluid spillage from collection equipment to the maximum extent feasible and promptly notify the Authorized Representative of all such fluid spillage.
- E. **Designated Facility.** All solid waste shall be hauled to a designated facility as directed in writing by the Authorized Representative and disposed of at those facilities. At present such designated facility includes the Brevard County disposal facility.
- F. **Holidays.** Contractor shall not provide collection and disposal service on Memorial Day, Independence Day, Veterans Day, Thanksgiving, and Christmas or on such day that the holiday is observed. Contractor shall inform the customers of any such variance in the collection schedules resulting from a holiday through an advertisement in a newspaper of general circulation published within Brevard County at least five (5) days prior to each holiday. In the event that Brevard County may increase the number of holidays that the County landfill will be closed, the Contractor will not be required to collect on such holiday chosen by Brevard County and such holiday will be included in this provision. There will be no make-up day and collection will be on the next regularly scheduled collection day.
- G. **Contractor's Office.** Contractor shall provide, at its sole cost and expense, a suitable office located within reasonable proximity to the service area. Contractor shall maintain, during Contractor's normal working hours, a staff and a local telephone number where complaints and requests for collection and disposal service shall be received, recorded in a log, and handled during Contractor's normal working hours. The office shall also provide for a means to promptly handle emergency complaints and requests for service.
- H. **Litter and Dangerous Animals.** Contractor shall not be responsible for scattered solid waste which can be categorized as litter unless the same has been caused by Contractor's acts or omissions, in which case, all such scattered solid waste shall be picked up immediately by Contractor. Contractor shall maintain sufficient equipment on each collection vehicle (e.g. fork, broom, shovel) to pick up such scattered solid waste. Contractor shall not be required to expose themselves to the danger of being bitten by vicious dogs and animals, roaming at large, in order to accomplish collection and disposal services. However, in the event Contractor is unable to provide collection and disposal services to a customer under such conditions, Contractor shall immediately notify the customer, in writing, of such conditions and its inability to provide such collection and disposal services.
- I. **Hours and Days.** Except for unusual circumstances approved by the Authorized Representative in writing or as otherwise provided elsewhere in this Agreement, Contractor shall not perform collection and disposal services prior to 6:00 A.M. or after 8:00 P.M., E.S.T., Monday through Saturday. No collection and disposal services shall occur on Sundays and holidays designated in Section 4.1(F) unless authorized in writing by the Authorized Representative. Contractor may perform collection and disposal services in the Cocoa Village between the hours of 5:00 a.m. and 6:00 a.m., unless prohibited by the Authorized Representative.
- J. **Tagging Solid Waste Improperly Containerized.** In the event solid waste is not containerized, bundled, or piled pursuant to this Agreement and Contractor does not perform collection and disposal services regarding such solid waste, Contractor shall tag the container, bundle, or pile or

subject property with a written notice containing a brief explanation why the container, bundle, or pile was not collected and disposed of and promptly notify the Authorized Representative. The solid waste shall be collected and disposed of at the next regularly scheduled collection day, provided the solid waste is properly containerized, bundled, or piled.

- K. **Customer Report; City Billing Database.** Contractor and City agree that the monthly customer report required to be maintained and filed by Contractor pursuant to Section 19.3(A) is vital to keeping an accurate account of all customers receiving collection and disposal services under this Agreement and for ensuring accurate billing of customers by City. To this end, Contractor and City agree that each party must diligently maintain an accurate, up-to-date list of customers and the collection and disposal services received by those customers. Each party shall promptly notify the other of any new customers requesting collection and disposal services and any current customers terminating such services.
 - L. **Site Plan/Development Review.** City shall notify Contractor of pending site plan and development review applications in order to give Contractor an opportunity to comment during the review process on the placement of refuse or mechanical containers and the point of collection of solid waste.
- 4.2. **Residential Service.** Contractor shall provide residential collection and disposal service to residential customers as follows:
- A. **Frequency of Collection.** Contractor shall provide collection and disposal services for household trash and garbage at least two (2) times per week, with collections at least three (3) days apart, and for ~~bulk trash~~, vegetative waste, and recyclable materials not less than once per week. Bulk vegetative waste shall be collected once per week, every other week. Bulk trash shall be collected once per week, every other week. These bulk collections will alternate weekly.
 - B. **Point of Collection.** Collection of household trash, garbage, bulk trash, vegetative waste, and recyclable materials shall be within five (5) feet of curbside. In the event an appropriate location cannot be agreed upon by the customer and Contractor, the Authorized Representative shall designate the location.
 - C. **Containers and Preparation.**
 - 1. *Household Trash and Garbage.* Contractor shall be required to provide collection and disposal services for all household trash and garbage generated from residential customers which has been properly prepared and stored in a refuse container provided under the Automated Cart Program. Garbage and household trash shall be placed only in autocarts. Bags, boxes and other items not placed in the autocart will not be collected. Garbage must be bagged and tied before placing in the autocart. Garbage and household trash shall be segregated from vegetative waste. Vegetative waste must be placed in a separate autocart for collection on its designated collection day as set forth below in Section C.3. below.
 - 2. *Recyclable Materials.* Contractor shall be required to provide collection and disposal services for all recyclable materials generated from residential customers which have been properly prepared and stored in a recycling container provided under the Automated Cart Program. Recyclables must be loose in the autocart and not be placed into a bag of any kind. E-waste as described in Section 2.27 is considered recyclable material, but shall not be placed into the autocart. Residents shall contact Contractor to schedule E-waste collection which shall be collected by a separate collection vehicle.
 - 3. *Vegetative Waste.* Contractor shall be required to provide collection and disposal services for all vegetative waste generated from residential customers. Vegetative waste shall be segregated from the garbage and household trash and placed in a separate autocart. All leaves and pine needles, ornamental shrubs, clippings and tree trimmings with branches less than 3 inches in diameter shall be placed in the autocart. Bulk vegetative waste includes tree

limbs, tree trunks, palm fronds, etc., which shall be cut in lengths of no greater than four (4) feet in length; and shall be no larger than 6 inches in diameter and shall not exceed fifty (50) pounds per limb, trunk, frond, or bundle thereof. For bulk vegetative waste exceeding three (3) cubic yards, a special pick-up will be required using a "Claw or Clam" type collection vehicle. Special pick-ups are to be considered part of the standard residential service with no set of maximum pickups per year. ~~All residential vegetative waste special pickups shall be coordinated through the City. Residents shall call the City to request a bulk vegetative waste special pick-up only when their bulk vegetative waste pile is three (3) cubic yards or greater. The City will then notify the Contractor directly of the request. The Contractor shall have ten (10) business days to complete the vegetative waste special pick-up upon notification by the City.~~ Bulk vegetative waste requiring a clam truck shall be limited to large, loose piles of 3 cubic yards or greater. Otherwise, vegetative waste must be placed into the provided Autocart. Bulk vegetative waste shall be collected on a regularly scheduled day, one time per week, every other week by the Contractor. Hired Contractors and Landscapers must haul away any vegetation debris they produce.

4. *Bulk Trash.* Contractor shall be required to provide collection and disposal services for all bulk trash generated from residential customers regardless of whether it is containerized. Non-vegetative Bulk Trash shall be collected on a regularly scheduled day, one time per week, every other week, ~~provided that the residential customer provides not less than seventy two (72) hours (three business days) prior notice to the Contractor in advance of the regular bulk trash collection day.~~ Bulk vegetative waste collection shall be serviced as outlined in Section C.3 above.
5. *Provision, Maintenance and Changes to Autocarts.* The Contractor shall be responsible for the purchase, distribution and repair of garbage autocarts that have been damaged by Contractor's actions. Contractor shall distribute one (1) 96-gallon and one (1) 64-gallon cart for garbage and yard waste and one (1) 64-gallon recycling cart to each new residential unit or existing residential units without autocarts. Contractor shall maintain, at all times, a sufficient number of autocarts to ensure that all extra or replacement carts can be provided within five work days upon notification by the City or the customer. Contractor shall distribute fully assembled autocarts to new residential units that are added during the term of this contract. New residences without existing autocarts shall be delivered the default size of one (1) 96-gallon and one (1) 64-gallon autocart for garbage and yard waste and one (1) 64-gallon autocart for recycling unless otherwise requested by the resident. Autocarts that have been lost or damaged due to customers' abuse or negligence shall be repaired or replaced, at the expense of the customer utilizing the then current cost of the cart. Customer may purchase an additional autocart for a charge of \$75.00 per cart. New residential customers may specify different 96-gallon or 64-gallon cart size combinations upon establishing a new account. Autocart exchanges requested after the initial distribution shall be at a cost to the resident of \$35.00 per cart.
6. *Cart Placement.* The customer shall place all solid waste at a point within the right-of-way abutting the customer's residential unit no farther than five (5) feet from the curb line or paving line, or, in the case no right-of-way exists which abuts the customer's property, at a point no greater than five (5) feet from the curb line or paving line of the nearest public street or right-of-way, or in the case of the existence of a drainage ditch, at a point on the roadside of the ditch. Garbage autocarts shall be spaced two (2) feet apart with the opening facing the street. Garbage autocarts shall be placed on the opposite side of the customer's driveway from that of the customer's mailbox. Customer shall not block access to the garbage autocart with a motor vehicle or other obstruction. Obstructed garbage autocarts and those not properly set out shall not be serviced. After collection, Contractor shall place garbage autocarts off paved streets where feasible. The Contractor shall not be responsible

for articles not placed in garbage autocarts, or any other item placed in or about the designated service area.

7. *Back-Door Service.* For customers who are certified by a licensed healthcare provider or doctor as disabled and are unable to place carted solid waste or recyclable materials at the curb, collection of the autocart(s) shall be from the disabled customer's garage door or some other location acceptable to the customer, provided no other able-bodied person over the age of 15 or under the age of 65 resides in the household. The garbage and recycling autocarts shall be returned by Contractor to the garage door or other location reasonably convenient to customer. The customer shall provide the Contractor with appropriate evidence that they are unable to place their receptacles at the collection point. This "backdoor service" includes only curbside residential carted solid waste and carted recycling collection service.

4.3. Commercial Service. Contractor shall provide commercial collection and disposal service to commercial customers as follows:

- A. **Frequency of Collection.** Contractor shall provide collection and disposal services for commercial trash and garbage at least one (1) time per week for mechanical containers and twice (2) per week for autocarts, and more frequently as mutually agreed to by Contractor and the commercial customer, and for vegetative waste and recyclable materials (if vegetative waste and/or recyclable material service is requested by customer) not less than once per week. Bulk trash will be collected on a regularly scheduled day, once per week, every other week.
- B. **Point of Collection.** Collection of commercial trash, garbage, vegetative waste, and recyclable material shall be at a location mutually agreed upon by the customer and Contractor, and approved by the Authorized Representative. If mutual agreement cannot be reached between customer and Contractor, the Authorized Representative shall designate the location. However, in the event the location was approved as part of a City or County site plan or development review process, the location shall be as shown on the final approved site or development plan. To the maximum extent feasible, the designated location shall be located in a place that provides for safe, convenient, and expedient access by Contractor.
- C. **Containers and Preparation.**
 1. *Commercial Trash and Garbage.* Contractor shall be required to provide collection and disposal services for all commercial trash and garbage generated by commercial customers which has been properly prepared and stored in a garbage autocart, mechanical container, roll-off container, or compactor under the following conditions:
 - a. Customers shall be permitted to use garbage autocarts provided the amount of commercial trash and garbage per collection can be stored in a maximum of two (2) 96-gallon autocarts, otherwise, (unless otherwise agreed to by Contractor and City) customers shall be required to use one or more of the following: mechanical containers, compactor service, or roll-off containers. Contractor shall distribute up to two (2) 96-gallon autocarts to each commercial customer. Contractor shall maintain, at all times, a sufficient number of garbage autocarts to ensure that all extra or replacement carts can be provided within five work days upon notification by the City or the customer. Garbage autocarts that have been lost or damaged due to customers' abuse or negligence shall be repaired or replaced at the expense of the customer utilizing the then current cost of the cart. Those who require additional autocarts shall pay the appropriate monthly charge for same as set forth in this Agreement together with a \$35.00 delivery charge for each cart and any change in the number of carts.
 - b. Contractor shall be required to provide an adequate number of mechanical containers, compactors, or roll-off containers to customers who request or exceed the maximum

number of autocarts. Mechanical containers and roll-off containers shall be provided at Contractor's sole expense and shall remain the property of Contractor, unless the mechanical container or roll-off container is owned by the customer. Compactors shall be provided as mutually agreed to by Contractor and customer. Fees for ancillary services requested by the commercial customer, such as, but not limited, to lock bars, casters, or roll-out service, shall be negotiated between the customer and Contractor.

- c. All solid waste generated from a commercial unit other than special collection solid waste, shall be placed by the customer in a commercial container located at the applicable collection point, or in garbage receptacles located at the applicable collection point, on the designated collection day, as mutually agreed upon by the contractor and customer. In the event that the solid waste is placed on the ground, outside of the designated container, or exceeds the container's capacity by extending 12 inches or more over the top of the container, the Contractor shall be entitled to charge the customer an extra pickup fee for such Overage, as established in the agreed upon fee rates related to the size of the receptacle. Commercial customers shall be permitted two (2) Overages per calendar year at no charge. Contractor shall encourage and communicate with the customer to adjust service level, including size and frequency of service, to a service level that best meets the customer's needs to avoid overages.

2. *Recyclable Materials.* Contractor may provide collection and disposal services for recyclable materials generated from commercial customers who specifically request such service or as required by City. If requested, recyclable materials shall be properly prepared and stored in a recycling container.

3. *Vegetative Waste.* Contractor shall be required to provide collection and disposal services for all vegetative materials generated from commercial customers who specifically request such service or as required by City. If requested, vegetative waste shall be containerized, prepared, and collected pursuant to Section 4.2(C)(3) of this Agreement. If required by City, vegetative waste shall be collected and disposed of regardless of how it is containerized and prepared. Vegetative waste service for commercial customers is not part of the routine garbage service and shall incur additional costs per request.

4. *Bulk Trash.* Contractor shall be required to provide collection and disposal services for all bulk trash generated from commercial customers regardless of whether it is containerized. Non-vegetative Bulk Trash shall be collected on a regularly scheduled day, one time per week, every other week.

- 4.4. **Multiple Dwelling Units.** Upon the effective date of this agreement and ordinance, new Multiple Dwelling Units shall be classified as Multifamily Commercial and follow the standard commercial service requirements as described in Section 4.3. Contractor shall provide collection and disposal service to Multiple Dwelling Unit customers classified as Multifamily Residential prior to the effective date of this agreement and ordinance and who wish to remain classified as Multifamily Residential as follows:

- A. **Frequency of Collection.** Contractor shall provide collection and disposal services for household trash and garbage at least two (2) times per week, with collections at least three (3) days apart, and for ~~bulk trash~~, vegetative waste, and recyclable materials not less than once per week. Bulk vegetative waste will be collected on a regularly scheduled day, once a week, every other week. Bulk trash will be collected on a regularly scheduled day, once per week, every other week. These bulk collections will alternate weekly.

- B. **Point of Collection.** Collection of household trash, garbage, bulk trash, vegetative waste, and recyclable materials shall be at a location mutually agreed upon by the customer and Contractor, and approved by the Authorized Representative. If mutual agreement cannot be reached between customer and Contractor, the Authorized Representative shall designate the location. However, in the event the location was approved as part of a City or County site plan or development review

process, the location shall be shown on the final approved site or development plan. To the maximum extent feasible, the designated location shall be located in a place that provides for safe, convenience, and expedient access by Contractor.

C. Containers and Preparation.

1. *Household Trash and Garbage.* Contractor shall be required to provide collection and disposal services for all household trash and garbage generated from residential customers which has been properly prepared and stored in a container provided under the Automated Cart Program, mechanical container, or compactor under the following conditions:
 - a. The Multifamily Residential customers shall be permitted to use autocarts provided the amount of household trash and garbage per collection can be stored in a maximum of one 96-gallon and one 64-gallon container per unit; otherwise, customers shall be required to use mechanical containers or compactor service.
 - b. Contractor shall be required to provide an adequate number of mechanical containers or compactors to customers who request or exceed the maximum number of Automated Cart containers. Mechanical containers shall be provided at Contractor's sole expense and shall remain the property of Contractor, unless the mechanical container is owned by the customer. Compactors shall be provided as mutually agreed to by Contractor and customer.
2. *Recyclable Materials.* Contractor shall be required to provide collection and disposal services for all recyclable materials generated from Multifamily Residential customers which have been properly prepared and stored in a recycling container provided under the Automated Cart Program. Recyclables must be loose in the Autocart and not be placed into a bag of any kind. E-waste as described in Section 2.27 is considered recyclable material, but shall not be placed into the Autocart. Multifamily Residential customers shall contact Contractor to schedule E-waste collection which shall be collected by a separate collection vehicle.
3. *Vegetative Waste.* Contractor shall be required to provide collection and disposal services for all vegetative waste generated from Multifamily Residential customers who specifically request such service or as required by the City. Vegetative waste shall be segregated from the garbage and household trash and shall be placed in a separate cart under the Automated Cart program. All leaves and pine needles, ornamental shrubs, clippings and tree trimmings with branches less than 3 inches in diameter shall be placed in the cart. Tree limbs, tree trunks, palm fronds, etc., shall be cut in lengths of no greater than four (4) feet in length; shall be no larger than 6 inches in diameter and shall not exceed fifty (50) pounds per limb, trunk, frond, or bundle thereof. For bulk vegetative waste exceeding three (3) cubic yards, a special pick-up will be required when a "Claw or Clam" type collection vehicle is required to collect excess piles of bulk vegetative waste in excess of the maximum length and poundage set forth in this Section. ~~Residents shall call the City to request a bulk vegetative waste special pick-up only when their bulk vegetative waste pile is three (3) cubic yards or greater. Special pick-ups are to be considered part of the standard residential service with no set of maximum pickups per year. All residential bulk vegetative waste special pick-ups shall be coordinated through the City. Residents are to be directed to call the City to request bulk vegetative special pickups. The City will then notify the contractor directly of the request. The contractor shall have ten (10) business days to perform the pickup, as requested by the City. Bulk vegetative waste shall be collected one time per week, every other week.~~ Bulk vegetative waste shall be collected one time per week, every other week. ~~Hired Contractors and Landscapers must haul away any vegetation debris they produce.~~
4. *Bulk Trash.* Contractor shall be required to provide collection and disposal services for all bulk trash generated from Multifamily Residential~~residential~~ customers regardless of whether it is containerized. Non-vegetative Bulk Trash shall be collected on a regularly schedule day, request one time per week, every other week. ~~provided that the Multifamily~~

~~Residential customer provides not less than seventy-two (72) hours (3 business days) prior notice to Contractor.~~ Tree limbs collected as bulk trash shall be cut into lengths not exceeding four feet in length with a diameter of not greater than six (6) inches. It shall be stacked in a unified manner at curbside. Bulk Vegetative Waste collection shall be serviced as outlined in Section C.3 above.

5. *Provision, Maintenance and Changes to Autocarts.* The Contractor shall be responsible for the purchase, distribution and repair of autocarts that have been damaged by Contractor's actions. Contractor shall distribute one (1) 96-gallon and one (1) 64-gallon cart for garbage and yard waste, as outlined in Section C.1, and one (1) 64-gallon recycling cart to each residential unit. Contractor shall maintain, at all times, a sufficient number of Autocarts to ensure that all extra or replacement carts can be provided within five work days upon notification by the City or the customer. Contractor shall distribute fully assembled autocarts to new residential units that are added during the term of this contract. Autocarts that have been lost or damaged due to customers' abuse or negligence shall be repaired or replaced, at the expense of the customer utilizing the then current cost of the cart. Customer may purchase a an additional autocart for a charge of \$75.00 per cart. New multifamily residential customers may specify different 96-gallon or 64-gallon cart size combinations upon establishing a new account. Cart exchanges requested after the initial distribution shall be at a cost to the resident of \$35.00. The Contractor shall be responsible for the purchase, distribution and repair of carts that have been damaged by Contractor' s actions.
 6. *Cart Placement.* The customer shall place all solid waste at a point within the right-of-way abutting the customer's residential unit no farther than five (5) feet from the curb line or paving line, or, in the case no right-of-way exists which abuts the customer's property, at a point no greater than five (5) feet from the curb line or paving line of the nearest public street or right-of-way, or in the case of the existence of a drainage ditch, at a point on the roadside of the ditch. Garbage carts shall be spaced two (2) feet apart with the opening facing the street. Garbage autocarts shall be placed on the opposite side of the customer's driveway from that of the customer's mailbox. Customer shall not block access to the garbage cart with a motor vehicle or other obstruction. Obstructed garbage autocarts and those not properly set out shall not be serviced. After collection, Contractor shall place garbage autocarts in the same location as originally placed. The Contractor shall not be responsible for articles not placed in garbage autocarts, or any other item placed in or about the designated service area.
- 4.5. **City Controlled Property.** As requested by the Authorized Representative, Contractor shall be required to provide collection and disposal services for all refuse, bulk trash, vegetative waste, and recyclable materials generated by City at properties owned, leased, or otherwise controlled by City. In addition, Contractor shall provide such collection and disposal services for all City sponsored special events (e.g. New Year's Eve, 4th of July), as agreed to by City and Contractor, and for all City public receptacles located along or in public rights-of-way, sidewalks, and public recreational facilities. Such collection and disposal services shall be at no charge or expense to City, provided, however, that for service utilizing roll-off containers the City shall pay Contractor \$125.00 per pull plus cost of disposal.
- A. **Frequency of Collection.** Unless otherwise directed by the Authorized Representative in writing, Contractor shall provide collection and disposal services for refuse at least two (2) times per week, with collections at least three (3) days apart, and for bulk trash, vegetative waste, and recyclable materials not less than once per week. Frequency of collection for some roadside trash cans and mechanical containers may be up to 6 days per week, depending on the location.
 - B. **Point of Collection.** Collection of refuse, bulk trash, vegetative waste, and recyclable materials shall be at locations designated by the Authorized Representative, with consideration given for the safe, convenient, and expedient access by Contractor.

C. Containers and Preparations.

1. *Refuse.* Contractor shall be required to provide collection and disposal services for refuse generated by City which has been properly prepared and stored in a refuse container or mechanical container as determined by the Authorized Representative. Contractor shall be required to provide the mechanical container at Contractor's expense.
2. *Recyclable Materials.* Contractor shall be required to provide collection and disposal services for all recyclable materials generated by City which have been properly prepared and stored in a recycling container or other container mutually agreed to by the Authorized Representative and Contractor.
3. *Vegetative Waste.* Contractor shall be required to provide collection and disposal services for all vegetative waste generated by City provided the vegetative waste is containerized, prepared, and collected pursuant to Section 4.2(C)(3) of this Agreement. Notwithstanding, Contractor and City may mutually agree to some other method of preparation and storage for significant City projects which generate significant amounts of vegetative waste.
4. *Bulk Trash.* Contractor shall be required to provide collection and disposal services for all bulk trash generated by City regardless of whether it is containerized.

4.6. Biohazardous, Biological, Hazardous, Sludge, and Special Waste. Contractor shall not be responsible for collection and disposal services for biohazardous waste, biological waste, hazardous waste, sludge, and special waste under this Agreement. However, to the extent qualified and licensed, Contractor may contract with persons and entities within the service area, along with other qualified and licensed contractors, to provide for such collection and disposal services. Contractor shall directly bill such persons and entities for such services at a rate mutually agreed on between Contractor and such persons and entities.

4.7. Construction and Demolition Debris Service. Contractor may provide collection and disposal service of construction and demolition debris to residential, multiple dwelling units, and commercial customers as follows:

- A. Non-exclusive Right.** Contractor shall have the non-exclusive right to provide collection and disposal services for construction and demolition debris utilizing roll-off containers, as that term is defined in Section 2.45 of this Agreement, or other appropriate containers. It is the intent and purpose of this Agreement to permit small haulers of construction and demolition debris to competitively operate within the service area. Contractor may compete with said small haulers by providing collection and disposal services for construction and demolition debris. Contractor shall directly bill such services at a rate mutually agreed on between Contractor and such person and entities receiving the services.
- B. Frequency of Collection.** Contractor shall provide collection and disposal services for construction and demolition debris utilizing roll-off containers or other appropriate containers to customers that specifically request such service or as required by City. Said collection and disposal services shall be provided as frequently as mutually agreed to by Contractor and the customer or as required by the Authorized Representative or City Code to protect the public health, safety, and welfare.
- C. Point of Collection.** Collection of construction and demolition debris shall be at a location mutually agreed upon by the customer and Contractor; provided, collection shall be located within the boundary of the property served, unless otherwise approved by the Authorized Representative.
- D. Containers and Preparation.** Contractor shall be required to provide one or more roll-off containers or other appropriate containers of a size and number mutually agreed to by Contractor

and customer. Contractor may charge a trip/blocked container charge if Contractor is not able to access roll-off container on the designated service day.

- 4.8. Code Enforcement.** Upon request of the Authorized Representative, Contractor shall assist the City in its code enforcement efforts by providing collection and disposal service of solid waste and construction and demolition debris located on real property in violation of the City Code.
- 4.9. Automated Cart Program.** Contractor has the capability of providing certain automated equipment which may be utilized in conjunction with a cart program for garbage and vegetative waste collection ("Automated Cart Program"). The Contractor shall be responsible for the purchase, distribution and repair of autocarts that have been damaged by Contractor's actions. Residential customers currently have one (1) 96-gallon and one (1) 64-gallon cart for garbage and yard waste and one (1) 64-gallon recycling cart to each residential unit. Contractor shall maintain, at all times, a sufficient number of autocarts to ensure that all extra or replacement carts can be provided within five work days upon notification by the City or the customer. Contractor shall distribute fully assembled autocarts to new residential units that are added during the term of this contract. New residences without existing Autocarts shall be delivered the default size of one (1) 96-gallon and one (1) 64-gallon autocart for garbage and yard waste and one (1) 64-gallon cart for recycling unless otherwise requested by the resident. Autocarts that have been lost or damaged due to customers' abuse or negligence shall be repaired or replaced, at the expense of the customer utilizing the then current cost of the cart. Customer may purchase an additional autocart for a charge of \$75.00 per cart. New residential customers may specify different 96-gallon or 64-gallon cart size combinations upon establishing a new account. Cart exchanges requested after the initial distribution shall be at a cost to the resident of \$35.00 per cart.
- 4.10. Tire Collection.** Contractor shall provide tire collection and disposal services to residential customers at no additional charge, provided no more than four (4) tires per household, per year. Residents must contact Contractor to schedule tire collection.
- 4.11. Vacant Lot Service.** Upon request from the City, the Contractor shall collect and dispose of solid waste on vacant lots within the City at a fee as described in Exhibit A.

5. Rates and Charges; Compensation to Contractor; Franchise Fee Billing.

- 5.1 Rates; Compensation to Contractor.** The City shall pay the Contractor for solid waste collection and disposal services consistent with the rates established in the Solid Waste Franchise Agreement, as outlined in Exhibit A, between the City and contractor and any amendments or modifications made thereto. Further, the City Council shall approve revisions to those rates and charges pursuant to a duly adopted resolution to the City Council.
- 5.2 Consumer Price Index-Garbage & Trash (G&T) Adjustment.** The monthly rates and fees the Contractor may charge pursuant to Exhibit A shall be adjusted annually to reflect increases in the Consumer Price Index- Garbage & Trash (CPI-G&T). Specifically, the rates and fees set forth in Exhibit A shall be adjusted to reflect the increase in the CPI-G&T for the immediately preceding twelve (12) month period of April to April, and any increase shall be capped at three (3%) percent per year. If the CPI-G&T is discontinued, the City and the Contractor shall mutually select another index published by the United States Government or by a reputable publisher of financial and economic indices.
- 5.3 Billing Customers by City.** Customer billing shall be established and enforced by City Code. The City shall provide the customer billing for all collection and disposal services provided by Contractor under this Agreement, unless otherwise specifically stated herein. City shall perform said billing by means and at times deemed appropriate by City. Contractor shall fully cooperate with City in customer billing.
- 5.4 Billing and Payment Procedure.** Unless otherwise provided by the Authorized Representative, customer billing and payment to Contractor shall be in accordance with the following procedure:

- A. Within twenty (20) days after the first of each month, Contractor shall submit a detailed invoice for all collection and disposal services provided during the previous month. Said invoice shall be accompanied by the monthly customer report required by Section 19.3(A) of this Agreement.
- B. For commercial, residential, and multiple dwelling unit customers billed monthly for refuse, bulk trash, vegetative waste, and recyclable materials, City shall make appropriate adjustments to Contractor's invoice to reflect those customers and services that should be billed based on the City's monthly customer and service data base.
- C. For customers billed for optional special refuse vegetative collection service, or any other non-monthly collection and disposal service, City shall verify the customer services and amounts invoiced and shall make appropriate adjustments to Contractor's invoice to reflect any errors contained therein.
- D. Within thirty (30) days of receipt of Contractor's monthly invoice, City shall pay Contractor the amount of the invoice. The Franchise Fee charged in accordance with Section 5.5 herein shall be directly billed to the customer and collected by City.

5.5 Franchise Fee. At the City Council's sole and absolute discretion, the City reserves the unconditional right to charge, from time to time, a Franchise Fee equal to an amount permitted by law. The Franchise Fee shall not be construed as a tax, but shall be considered a payment to the City in exchange for the rights and privileges granted by this Franchise. The Franchise Fee shall be passed along to the customer and remitted by customer directly to City pursuant to Section 5.4(D).

5.6 Administrative Fee. At the City Council's sole and absolute discretion, the City reserves the unconditional right to charge an administrative fee. The administrative fee shall not be construed as a tax, but shall be considered a payment to the City by the customer in exchange for the various administrative and billing services required to administer the solid waste contract.

5.7 Contractor's Petition for a Rate Adjustment. The Contractor may petition the City to adjust the rates in Section 5.1 herein based upon unusual and unanticipated increases in the cost of doing business, including but not limited to a change in any collection regulation or change in law. Any such request shall be supported by full documentation establishing the increase in operating costs and the reasons therefor. The City shall be entitled to audit the Contractor's financial and operational records directly related to the Contractor's request in order to verify the increase in costs and the reasons therefor.

The Contractor's request must be made within a reasonable time, and shall contain reasonable proof and justification to support the need for the rate adjustment. The City may request from the Contractor, and the Contractor shall provide, such further information within its possession as may be reasonably necessary in making its determination. The City Council shall approve or deny the request (without penalty), in whole or in part, at its sole and absolute discretion, within sixty (60) days of receipt of the request and all other additional information required by the City. Any such approved adjustment shall be in addition to the annual CPI-G&T rate change.

6. Schedules and Routes. Contractor shall provide written notice to the City of its collection and disposal routes and schedules. The City reserves the unconditional right to deny Contractor's vehicles access to any street, alley, bridge, or public way within the service area while performing collection and disposal services under this Agreement, where the City determines that it is in the best interests of the public health, safety, and welfare to do so because of the conditions of the streets, alleys, bridges, or public ways. However, Contractor shall not interrupt the regular schedule and level of service because of such closures of less than eight (8) hours in duration. The City shall notify Contractor of any such closures of longer duration, and arrangements shall be made in a manner acceptable to Contractor and the Authorized Representative for the collection and disposal services interrupted by the closure. Customers shall be notified in writing by Contractor of the schedules provided by Contractor and any amendments thereto, provided customers shall be given at least seven (7) days prior written notice of any such amendments. Any and all route and schedule changes must receive prior approval by the Authorized Representative and notification of schedule changes shall be published at a

minimum in a newspaper of general circulation meeting the requirements of Section 50.011, Florida Statutes. The City may also publish the schedule changes using its social media platform.

7. Collection Equipment and Vehicles. Contractor shall provide collection equipment for the collection and disposal services as follows:

7.1. Type and Amount. Contractor shall have on hand, at all times under this Agreement, collection equipment that is in good working order and sanitary condition that will permit Contractor to perform the collection and disposal services in a sufficient and efficient manner so that the schedules and routes can be maintained. Collection equipment shall be obtained from a nationally known and recognized manufacturer of collection equipment. Collection vehicles shall be of the automated and/or enclosed packer type or other type vehicle which meets industry standards and is approved by the Authorized Representative. All collection vehicles shall be equipped with communication devices and such devices shall be maintained in good operating order.

7.2. Condition. All collection equipment shall be maintained, at all times, in a reasonable and safe working condition and shall be in good repair, appearance, and sanitary and clean condition. Collection equipment shall be painted uniformly with the name of the Contractor, Contractor's telephone number and number of the collection vehicle in letters not less than three (3) inches high on each side of the collection vehicle. Contractor shall keep an accurate record of the vehicle to which each number is assigned. Advertising on collection vehicles is strictly prohibited.

7.3. Overloading. Collection vehicles shall not be overloaded by Contractor so as to cause litter or spillage (described in Sections 4.1(D) and (H)); however, if litter or spillage occurs because of overloading it shall be picked up immediately as required by Sections 4.1(D) and (H).

7.4. Back-up Equipment. Contractor shall maintain sufficient back-up collection equipment, which shall satisfy the condition requirements of Section 7.2 of this Agreement, to temporarily replace collection equipment that is in a state of disrepair or is inoperable at any time during Contractor's performance of the collection and disposal services pursuant to this Agreement. The back-up collection equipment shall be put into service within a reasonable time and without interruption of collection and disposal services. Such back-up collection equipment shall correspond in size and capacity to the collection equipment ordinarily used by Contractor in performance of the collection and disposal services under this Agreement.

8. Contractor's Personnel. Contractor shall fully comply with the following terms and conditions regarding Contractor's personnel:

8.1. Contractor's Representative. Contractor shall appoint a representative to administer and manage this Agreement on Contractor's behalf as required by Section 26.0 of this Agreement.

8.2. Other Personnel. Contractor shall provide a sufficient number of qualified persons to provide the collection and disposal services. All persons who are given supervisory authority by Contractor shall be made available to the Authorized Representative for consultation within a reasonable and practicable time after Contractor receives notice from the Authorized Representative that a consultation is being requested. Supervisors shall operate a collection vehicle that is equipped with a communication device.

8.3. Conduct of Personnel. Contractor shall require and ensure that its personnel shall serve all customers in a courteous, helpful, and impartial manner. Contractor's personnel shall perform collection and disposal services while using existing sidewalks and driveways when on private and public property. Contractor personnel shall observe all no trespassing signs and shall not cross between neighboring properties unless the customer, or customer's in the case of neighboring properties, has expressly given said personnel permission. Contractor's personnel shall perform all collection and disposal services with due care and shall always take reasonable precautions and steps to avoid damaging all real and personal property including, but not limited to, refuse containers, recycling containers, carts, racks, trees, shrubs, flowers, and similar property. Contractor shall be fully liable for all such damage negligently caused by

Contractor's personnel and Contractor shall promptly provide sufficient and appropriate compensation to customers for such damage.

- 8.4. **Uniform Regulations.** Contractor agrees that the identification of Contractor's personnel while performing the collection and disposal services is important to the customer's health, safety, and welfare. Consequently, Contractor's personnel performing collection and disposal services shall wear a uniform or shirt bearing the Contractor's name. Lettering stitched on or identifying patches permanently attached to the uniform or shirt shall be acceptable.
- 8.5. **Labor and Employment Laws.** Contractor shall comply with all applicable local, state, and federal labor and employment laws affecting its personnel.
- 8.6. **Informing Personnel of Responsibilities.** Contractor shall take whatever steps it deems necessary to fully inform its personnel about the terms and conditions and personal responsibilities provided under this Agreement. City shall not be responsible for informing Contractor's personnel of said terms, conditions, and responsibilities. Contractor shall also provide operating and safety training manuals to all its personnel.
- 8.7. **Driver's License.** All Contractor's personnel that drive a collection vehicle while performing collection and disposal services shall at all times have and carry a valid Florida commercial driver's license for the type of vehicle being driven.
- 8.8. **Drug Free Workplace.** Contractor shall maintain a drug free workplace policy. If requested by City, Contractor shall provide a document certifying to the City it is a drug free workplace.

9. Level of Service; Customer Complaints; Annual Evaluation By City.

- 9.1. **Level of Service.** Contractor acknowledges and agrees that the continuation of this Franchise depends on Contractor consistently providing a high quality and efficient level of collection and disposal services to all customers. To insure such services are provided in such a manner, Contractor's performance shall be evaluated, on an annual basis, pursuant to the procedure established in Section 9.3 of this Agreement and based on the following review criteria:
 - A. The number of complaints received pursuant to Section 9.2 herein and Contractor's performance in resolving the complaints in a professional and expedient manner.
 - B. Contractor's responsiveness to direction given by the Authorized Representative.
 - C. The number of times that Contractor had to pay liquidated damages pursuant to Section 25.0 herein.
 - D. Contractor's participation in community meetings sponsored by City and Contractor's performance in resolving the complaints received at those meetings in a professional and expedient manner.
 - E. Contractor's financial viability to continue performing the collection and disposal services as required by this Agreement.
- 9.2. **Customer Complaints.** It is the intent of this Agreement to ensure that the Contractor provides a high-quality level of collection and disposal services to all customers. To this end, all failures to provide collection and disposal services to customers, or failures observed by the Authorized Representative, and reported to the Contractor shall promptly be resolved pursuant to the provisions of this Agreement. All customer complaints will be forwarded to the Contractor by person, telephone, or in writing by mail or email. When received, the Contractor shall record complaints on a form approved by the Authorized Representative and shall take appropriate steps to resolve the complaint in a professional and expedient manner. Any complaints received by the Contractor before 12:00 noon shall be resolved before 8:00 p.m. of that same day. Complaints received after 12:00 noon shall be resolved before 8:00 p.m. of the following business day. If the complaint involves a claim of damage to private or public property caused by Contractor during the performance of collection and disposal services, the Contractor shall within

twenty-four (24) hours provide the Authorized Representative with a full written explanation of said complaint, an estimate of the damage, and Contractor's proposed actions to remedy the damage.

9.3. Annual Evaluation Procedure. Contractor's performance shall be annually evaluated by City's Authorized Representative under the following procedure:

- A. Upon or soon after the occurrence of each annual anniversary date of this Agreement, the Authorized Representative shall conduct and prepare a written annual evaluation of Contractor's performance in providing the collection and disposal services under this Agreement ("Evaluation"). The Evaluation shall be based on the level of service criteria set forth in Section 9.1 herein. For each criteria the Authorized Representative shall evaluate and grade Contractor's performance as unacceptable, acceptable but needs improvement, or good. If Contractor receives an unacceptable grade, the Authorized Representative shall provide Contractor a written explanation of why Contractor's performance was unacceptable and Contractor shall be given a reasonable period of time, as determined by the Authorized Representative, to bring its level of performance up to levels acceptable to the Authorized Representative.
- B. If Contractor fails to bring its performance up to acceptable levels within the time period prescribed by the Authorized Representative, the Authorized Representative shall deliver the Evaluation, the aforesaid unacceptable explanation, and other relevant documents to the City Council for consideration by the City Council at a public meeting. At the meeting, the Authorized Representative and Contractor shall have the opportunity to explain their positions and the City Council shall then determine whether this Franchise should continue under conditions determined by the City Council or be terminated, without penalty, pursuant to Section 14.1(H) herein.

10. Authorized Representative's Interpretation and Decision. Any dispute between the City and Contractor, which cannot be disposed of by mutual consent between the parties within a reasonable period of time ("Impasse"), shall be ultimately decided by the Authorized Representative at such time the Authorized Representative declares an Impasse. Upon Impasse, the Authorized Representative shall have thirty (30) days to decide the Impasse issue, unless additional time is reasonably needed. All such decisions shall be reduced to writing by the Authorized Representative and delivered to Contractor within three (3) days of said decision. All such written decisions shall contain a sufficient explanation, as may be deemed necessary by the Authorized Representative, to explain the decision. The decision shall be final and binding on both parties. Pending the decision, Contractor shall proceed diligently with the performance of the collection and disposal services in accordance with this Agreement and any preliminary directions of the Authorized Representative. The Authorized Representative may amend, suspend, or revoke any decision if circumstances warrant.

11. Other City Permits. For collection and disposal services of any kind not exclusively provided by Contractor under this Agreement, Contractor shall obtain all permits required by City Code to provide said services.

12. Performance Bond; Alternatives.

12.1. Performance Bond. The Contractor shall obtain and maintain during the entire term of this Agreement and any extensions and renewals thereof, at its cost and expense, and file with the City a corporate surety bond in the amount of Five Hundred Thousand Dollars (\$500,000.00) to guarantee the faithful performance by the Contractor of all of its obligations provided under this Agreement and the City Code. Such bond must be issued by a surety. Alternatively, the Contractor shall obtain and continuously maintain an unexpired irrevocable letter of credit, which shall at all times be in the possession of the City. The form and contents of such performance bond or letter of credit shall be acceptable to the City. The letter of credit shall be released only upon expiration of the Agreement or upon the replacement of the letter of credit by a successor Contractor.

12.2. Conditions. The performance bond or letter of credit shall be issued upon the following conditions:

- A. The performance bond shall be issued by a surety approved by City and licensed and authorized by the State of Florida to do business as a surety in the State of Florida. The irrevocable letter of credit shall be issued by a bank or savings and loan association acceptable to the City, authorized

to do business in this State by either the State of Florida Comptroller or the United States government. The letter of credit shall name the City as the beneficiary.

- B. There shall be recoverable by the City jointly and severally from the principal and surety or the financial institution that has issued the letter of credit, any and all fines and liquidated damages due to the City and any and all damages, losses, costs, and expenses suffered or incurred by the City resulting from the failure of the Contractor to: faithfully comply with the provisions of the City Code and the Agreement; comply with all orders, permits and directives of any City agency or body having jurisdiction over its acts or defaults; pay any claims, liens, fees, or taxes due the City which arise by reason of the collection and disposal services provided under this Agreement. Such losses, costs and expenses shall include but not be limited to attorney's fees and other associated expenses.
- C. The total amount of the bond or letter of credit shall be forfeited as a liquidated damage paid to the City in the event:
 - 1. Contractor abandons, or cancels with less than ninety (90) days written notice to City, its obligations and responsibilities to perform the collection and disposal services required under this Franchise, prior to the expiration of the term of the Agreement;
 - 2. Contractor assigns this Agreement without the express written consent of the City; or
 - 3. This Agreement is terminated by reason of the default of the Contractor.

12.3. Reduction of Bond/Letter of Credit. Upon written application by the Contractor, the City may, at its sole option, permit the amount of the bond or letter of credit to be reduced for the term of this Agreement or periods of time, when it is determined by the City's City Council to be in the public interest. Upon written application by the Contractor, the City may, at its sole option, permit the terms of the requirements of the performance bond/letter of credit to be altered for the term of this Agreement or periods of time, when it is determined by the City Council to be in the public interest.

12.4. Use of Performance Bond and Letter of Credit. Prior to drawing upon the letter of credit or the performance bond for the purposes described in this section, the City shall notify Contractor in writing that payment is due, and the Franchisee shall have thirty (30) days from the receipt of such written notice to make a full and complete payment. If the Contractor does not make the payment within thirty (30) days or demonstrate reason acceptable to the City why such action should not be taken, the City may withdraw the amount thereof, with interest and penalties, from the letter of credit or the performance bond. Within three (3) days of a withdrawal from the letter of credit or performance bond, the City shall send to the Contractor, by certified mail, return receipt requested, written notification of the amount, date and purpose of such withdrawal.

12.5. Replenishment of Letter of Credit and Performance Bond. No later than thirty (30) days, after mailing to the Contractor by certified mail notification of a withdrawal pursuant to Section 12.4 above, the Contractor shall replenish the letter of credit and/or performance bond in an amount equal to the amount so withdrawn. Failure to make timely replenishment of such amount to the letter of credit and/or performance bond shall constitute a failure of the Contractor to faithfully comply with the provisions of this Agreement.

12.6. Non-renewal, Alteration, or Cancellation of Letter of Credit or Performance Bond. The performance bond and letter of credit required herein shall be in a form satisfactory to the City which approval shall not be unreasonably withheld and shall require thirty (30) days written notice of any non-renewal, alteration or cancellation to both the City and the Contractor. The Contractor shall, in the event of any such cancellation, alteration, or non-renewal notice, obtain, pay all premiums for, and file with the City, written evidence of the issuance of replacement bond or policies within thirty (30) days following receipt by the City or the Contractor of any notice of cancellation, alteration, or non-renewal.

12.7. Inflation. At the sole discretion of the City, to offset the effects of inflation, the amount of the bond or letter of credit provided for herein is subject to annual increases at the end of every year provided the amount of the bond or letter of credit shall not exceed fifty percent (50%) of the total amount paid Contractor by City pursuant to Section 5.0 for the year previous to the increase.

12.8. Default. The performance bond and letter of credit provided pursuant to this section shall become the property of the City in the event that this Agreement is canceled or terminated by reason of the default of the Contractor.

12.9. Right to Require Replacement of Bonds or Letter of Credit. If the City becomes aware of the financial condition of any bonding or financial institution issuing a performance bond or letter of credit as required herein and said financial condition is reasonably deemed by the City to jeopardize the collateral posted with the City, the City may, at any time, require that any such bond or letter of credit be replaced with such other bond or letter of credit consistent with the requirements set forth in this section.

13. Transfer of Ownership or Control.

13.1. Transfer of Franchise. This Agreement shall not be sold, Transferred, leased, assigned or disposed of, including but not limited to, by forced or voluntary sale, merger, consolidation, receivership or other means without the prior written consent of the City Council, and then only under such reasonable conditions as the City Council may establish which may include but not be limited to financial guarantees to the collection and disposal services.

13.2. Transfer Threshold. The Contractor shall promptly notify the City of any actual or proposed change in, or Transfer of, or acquisition by any other party of, control of the Contractor.

13.3. City Approval. Every Transfer shall make this Agreement subject to cancellation unless and until the City Council shall have consented thereto in writing. For the purpose of determining whether it may consent to such Transfer, the City may inquire into the legal, financial, character, technical, and other public interest qualifications of the prospective Transferee or controlling party, and the Contractor shall assist the City in obtaining all required information. Failure to provide all reasonable information requested by the City as part of said inquiry shall be grounds for denial of the proposed Transfer.

13.4. Signatory Requirement. Any approval by the City Council of transfer of ownership shall be contingent upon the prospective assignee becoming a signatory to this Agreement.

14. Forfeiture or Termination.

14.1. Grounds for Revocation. The City Council reserves the right to terminate this Agreement, without penalty, and rescind all rights and privileges associated with the Franchise in the following circumstances, each of which shall represent a default and breach of this Agreement:

- A. Contractor defaults in the performance of any of the material obligations to provide collection and disposal services under this Agreement or the City Code;
- B. Contractor fails to provide or maintain in full force and effect the liability and indemnification coverage or the performance bond (or alternative letter of credit) as required herein;
- C. Contractor violates any material provisions of any orders or rulings of any regulatory body having jurisdiction over the Contractor relative to this Agreement and any regulatory ordinance of the City, and Contractor fails to begin cure within five business (5) days of notice from the City and to complete cure within a reasonable time after notice, as determined by the City;
- D. Contractor practices or engages in any fraud upon the City or any customer;
- E. Contractor is gross negligent, as defined by general law, in maintaining any of the level of service standards provided in this Agreement;
- F. Contractor becomes insolvent, unable or unwilling to pay its debts or is adjudged bankrupt;

- G. Contractor fails to provide collection and disposal service throughout the service area if a disruption of such service occurs pursuant to Section 24.0 of this Agreement, unless approval of such disruption is obtained from the City Council;
- H. Contractor fails to satisfy the level of service annual evaluation conducted by the Authorized Representative and City Council pursuant to Section 9.3 of this Agreement; or
- I. Contractor provided a material misrepresentation of fact in the application for or negotiation of the Franchise granted under this Agreement or any extension or renewal thereof.

14.2. Effect of Circumstances Beyond Control of Franchisee. Contractor shall not be declared at fault or be subject to any sanction under any provision of this Agreement in any case, in which performance of any such provision is prevented by an impediment beyond the Contractor's reasonable control. For the purposes of this Agreement, causes or events beyond the Contractor's control shall include, without limitation, acts of God, floods, earthquakes, landslides, hurricanes, fires and other natural disasters, pandemics, acts of public enemies, riots or civil disturbances, sabotage, restraints imposed by order of a governmental agency or court. A fault shall not be deemed to be beyond the Contractor's control if committed by a corporation or other business entity in which the Contractor holds a controlling interest whether held directly or indirectly, when such fault is due to Contractor's financial inability to perform or comply, economic hardship, or misfeasance, malfeasance or nonfeasance by any of the Contractor's directors, officers, employees or contractors or agents. This provision shall become effective only if the Contractor notifies the City in writing within a reasonable period of time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the event, and Contractor takes all reasonable steps to minimize damages and resume performance.

14.3. Effect of Pending Litigation. Pending litigation or any appeal to any regulatory body or court having jurisdiction over the Contractor shall not excuse the Contractor from the performance of its obligations under this Agreement, unless specifically provided for by court order or by the regulatory body having jurisdiction over such matters. Failure of the Contractor to perform such obligations because of pending litigation or petition may result in forfeiture or revocation pursuant to the provisions of this section.

14.4. Procedure Prior to Revocation. Except as provided in Section 9.3 for annual evaluations, the Authorized Representative shall notify the Contractor in writing of the exact nature of the alleged violation constituting a ground for termination and give the Contractor thirty (30) days, or such greater amount of time as the Authorized Representative may specify, to correct such violations or to present facts and arguments to refute the alleged violation. If the Authorized Representative then concludes that there is a basis for termination, it shall notify the Contractor thereof. If within the designated time the Contractor does not remedy and/or put an end to the alleged violation, the City's City Council, after a public hearing where all interested parties may be heard, may suspend or revoke the Franchise under this Agreement, without penalty, if it determines that such action is warranted. The Contractor shall not be held in default nor suffer any penalties where non-compliance or default is caused by an event beyond the Contractor's control, as stated in Section 14.2.

15. Regulatory Authority.

15.1. Authority. The City reserves the right to exercise the maximum authority, as may at any time be lawfully permissible, to regulate the collection and disposal services and any other solid waste services, the Franchise granted hereunder, and the Contractor. Should applicable legislative, judicial or regulatory authorities at any time permit regulation not presently permitted to the City, the City may without the approval of the Contractor engage in any such additional regulation as may then be permissible, whether or not contemplated by this Agreement or the City Code, including without limitation, regulation regarding franchise fees, taxes, programming, rates charged to customers, consumer protection, or any other similar or dissimilar matter. The City agrees to meet and confer with the Contractor prior to enacting new regulatory ordinances.

15.2. Right of Inspection. The City shall have the right to inspect in a timely manner and in the accompaniment of a representative of the Contractor all collection and disposal services performed subject to the provisions of this Agreement and to make such tests as it shall find necessary to ensure compliance with the terms of this Agreement, the City Code and any other applicable provisions of local, state or federal law.

15.3. City Regulation. To the extent that federal or state law or regulation may now, or as the same may hereafter be amended by legislation, administrative regulation or decision, or judicial determination, authorize the City to regulate the rates for any particular service tiers, service packages, equipment, or any other services provided by Contractor, the City shall have the right to exercise rate regulation to the full extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the City. The City shall provide advance notification to the Contractor of its intention to exercise any such regulation and written notification when such ordinance is adopted. However, failure to so provide advance notification to the Contractor or written notification when such ordinance is adopted shall not be a basis upon which to declare this Agreement in breach or to invalidate the ordinance.

15.4. City Health and Sanitation Regulations. Without any limitation on the authority granted City above, City reserves the unconditional right to adopt by ordinance additional health and sanitation regulations which shall apply to the collection and disposal of solid waste, biohazardous waste, biological waste, construction and demolition debris, hazardous waste, sludge, special waste and all other kinds of waste. To the extent determined at the sole discretion of the City's City Council, these regulations shall be codified in Chapter 9 of the City Code. Contractor shall fully comply with these regulations to the extent applicable to the collection and disposal services provided under this Agreement and said regulations shall be deemed to be fully incorporated herein by this reference. In the event any provision of this Agreement is in conflict with any provision of the additional City health and sanitation regulations, the provision contained in this Agreement shall prevail.

16. Liability and Insurance.

16.1. Certificate of Insurance. Prior to the effective date of this Agreement and thereafter continuously throughout the duration of the Agreement and any extensions or renewals thereof, Contractor shall furnish to the City, certificates of insurance and endorsements, in a form approved by the City, for all types of insurance required under this section. Failure to furnish said certificates of insurance and endorsements in a timely manner shall constitute material breach of this Agreement. At the City's request, Contractor shall furnish certificates of insurance and endorsements which are in effect from time to time.

16.2. No Liability Limit. Neither the provisions of this Section or any damages recovered by the City hereunder, shall be construed to limit the liability of Contractor for damages under this Agreement.

16.3. Endorsement. All insurance policies maintained pursuant to this Agreement shall contain an endorsement in substantially the following form:

It is hereby understood and agreed that this insurance policy may not be modified or canceled by the insurance company nor the intention not to renew be stated by the insurance company until thirty (30) Days after receipt by the City of Cocoa City Manager by certified mail, of a written notice of such intention to cancel or not to renew.

16.4. State Institution. All insurance policies provided pursuant to this Agreement shall be written by companies authorized by the Florida Insurance Commissioner to do business in the State of Florida as an insurance company. The insurance company shall have a Best Insurance rating of A or better, unless otherwise approved by the Authorized Representative.

16.5. Named Insured. The City shall be an additional named insured for all insurance policies written pursuant to this Agreement, as the City's interests may appear from time to time.

16.6. Changes in Policy Limits. To offset the effects of inflation and to reflect changing liability limits, all of the coverage, limits, and amounts of the insurance provided for herein are subject to reasonable increases at the end of every two (2) year period of this Agreement, applicable to the next two (2) year period or termination date of this Agreement (whichever occurs first), at the City's discretion, but not to exceed the coverage, limits, and amounts of insurance the City requires of other contractors transacting business with the City.

16.7. Commercial General Liability Insurance. Contractor shall maintain throughout the term of this Agreement, general liability insurance insuring Contractor in the minimum of:

- A. \$1,000,000 for property damage single limit; and
- B. \$1,000,000 single limit liability for personal bodily injury or death to any one person.

16.8. Automobile Liability Insurance. Contractor shall maintain throughout the term of the Agreement, automobile liability insurance for owned, non-owned, or rented vehicles in the minimum amount of:

- A. \$1,000,000 single limit liability for bodily injury and consequent death per occurrence; and
- B. \$1,000,000 for property damage per occurrence.

16.9. Worker's Compensation. Contractor shall maintain throughout the term of the Agreement, worker's compensation at least to the minimum amount of the statutory limit for worker's compensation, as amended from time to time.

17. Indemnification and Hold Harmless. For all collection and disposal services performed by Contractor pursuant to this Agreement, Contractor agrees to the fullest extent permitted by law, to indemnify and hold harmless the City, its council members, attorneys, employees, officers, and agents from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through any and all administrative, pre-trial, trial, post judgment, and appellate proceedings), directly or indirectly arising from: (i) the acts, errors, omissions, intentional or otherwise, arising out of or resulting from Contractor's or its subcontractors, or agents performance of the collection and disposal services pursuant to this Agreement; (ii) defaults under this Agreement; (iii) failing to properly train employees under Contractor's control or direction; and (iv) failing to properly equip or hire employees under Contractor's control or direction in the performance of the collection and disposal services under this Agreement.

The indemnification provided above shall obligate Contractor to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City, its council members, attorneys, employees, officers, and/or agents which may result from the collection and disposal services under this Agreement whether the collection and disposal services be performed by the Contractor, its subcontractors, or anyone directly or indirectly employed by them. In the event of an actual or potential conflict, the City shall be permitted to choose legal counsel of its sole choice, the attorney fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are reasonable at the time indemnification is required.

The City agrees to be responsible for the City's own negligent acts and omissions.

18. Interference with Persons, Public and Private Property, and Utilities. Contractor's collection equipment and personnel used in performing the collection and disposal services hereunder shall:

- A. Not endanger or interfere with the health, safety or lives of persons;
- B. Not interfere with any improvements which the City, county, state, and federal government may deem proper to make;
- C. Not interfere with the free and proper use of Public Rights-of-Way, alleys, bridges, easements or other public property, except to the minimum extent possible during actual collection and disposal services being provided hereunder;

- D. Not interfere with the rights and reasonable convenience of private property owners, except to the minimum extent possible during actual collection and disposal services being provided hereunder; and
- E. Not obstruct, hinder or interfere with any gas, electric, water, wastewater, reclaimed water, stormwater drainage, telephone, or other utility facilities located within the service area.

19. Books and Records Available to City.

19.1. Records. With advance written request, the City shall have the right to inspect and copy at any time during Contractor's normal business hours, all books, records, maps, revenue statements, service complaint logs, performance test results and other like materials of the Contractor which relate to the collection and disposal services provided under this Agreement and which constitute a public record under Chapter 119, Florida Statutes. The City shall have the right only to inspect books, maps, revenue statements, service complaint logs, performance test results and other like materials of the Contractor which relate to the collection and disposal services provided under this Agreement and which do not constitute a public record under Chapter 119, Florida Statutes. Access to the aforementioned records shall not be denied by the Contractor on the basis that said records contain "proprietary" information, unless applicable law exempts said records. Said records shall be maintained at Contractor's office set forth in Section 4.1(G) of this Agreement.

19.2. Review. Contractor shall permit, during Contractor's normal business hours, the Authorized Representative to examine and copy, at the City's discretion, any and all maps and other records kept or maintained by the Contractor or under its control concerning the operations, affairs, transactions or property of Contractor relative to the collection and disposal services provided under this Agreement. The examination shall take place at Contractor's office.

19.3. Reports to be Filed. The following reports shall be provided to the City:

- A. A monthly customer report sorted alphabetically by address, which lists the customer's address and name, type, quantity, and size of the container picked-up from the customer, and a description of the kind of service provided customer.
- B. An annual report prepared by Contractor or the parent company of Contractor shall be provided annually at the time said report is published.

19.4. Mandatory Records. The Contractor shall at all times maintain:

- A. A record of all complaints received and interruptions, disruptions, or degradation of collection and disposal services for the preceding year prior to the annual performance evaluation by the City.
- B. A full and complete document(s) describing the rates, schedules, and routes for the collection and disposal services.
- C. A record of all customers, and fees received from them by Contractor, for collection and disposal services not billed by the City, if any.

19.5. Other Records. The City may impose reasonable requests for additional information, records and documents from time to time, and the Contractor shall produce said records within ten (10) business days, so long as such request relates to the City's enforcement abilities under this Agreement or the Code.

20. Preferential or Discriminatory Practices Prohibited. All collection and disposal services rendered and all rules and regulations adopted by Contractor shall have general application to all persons and shall not subject any person to prejudice or disadvantage on account of race, gender, religion, origin, or ethnicity. Contractor shall not deny service to any group of potential customers within the City because of the income of the customers within the service area. Contractor shall not charge customers different rates for service for the same class or type of service. However, this Section is not intended to restrict Contractor from offering

reasonable discounts to senior citizens or other economically disadvantaged groups in accordance with any local, state, or federal law.

21. Storms; Hurricanes; Natural Disasters; Calamities/Force Majeure.

21.1. In the case of impending severe weather, the City shall grant Contractor a reasonable variance from the regular scheduled and routes to the extent requested and only as reasonably necessary to overcome the impacts of the severe weather event. In the event a major storm, hurricane, natural disaster, or any other type of major or serious calamity ("calamity") causes an excessive amount of refuse, vegetative waste, bulk trash, or other excessive debris ("debris") to accumulate on streets, alleys, bridges, and on private and/or public property, Contractor shall collect such debris at the City's written request. City agrees to pay Contractor for such additional service in an amount mutually agreed upon in writing by the City and Contractor. Contractor acknowledges and agrees that collection and disposal services performed after a calamity may be subject to special procedures in order that the City can receive reimbursement from state and federal agencies like FEMA. In such cases, Contractor shall be fully responsible and liable for complying with all such procedures and shall also indemnify and hold harmless the City in the event Contractor fails to comply with said procedures. Nothing in this Agreement shall exclude or prohibit the City or any other contractors from collecting and disposing of such debris caused by a major or serious calamity. The City has an Agreement with other independent contractors for Disaster Debris Removal and Monitoring. Upon notification that Brevard County has been declared a federal disaster area by the President of the United States, the City Representative, shall coordinate the collection of disaster related debris through the City's franchised solid waste collectors on behalf of the City. The City shall negotiate with the Contractor for any expenditure(s) for debris clean up not reimbursed by Federal Emergency Management Agency and the State of Florida.

21.2. Force Majeure. If either party is prevented from or delayed in performing its duties under the Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruption, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government, then the affected party shall be excused from performance hereunder during the period of such disability. The party claiming Force Majeure shall promptly notify the other party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, this term Force Majeure does not include and a party shall not be excused from performance under this Agreement for events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the services hereunder. This provision shall become effective only if the party excused from performance notifies the other party in writing within a reasonable period of time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the circumstances, and takes all reasonable steps to minimize damages and resume performance.

22. Miscellaneous Provisions.

22.1. Independent Contractor. Contractor is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, a partnership relationship, or to allow the City to exercise control or direction over the manner or method by which Contractor performs the collection and disposal services which are the subject matter of this Agreement. Contractor understands and agrees that: (i) the City will not withhold on behalf of Contractor pursuant to this Agreement any sums for payment of income tax, unemployment insurance, social security or any other withholding; (ii) all such payments, withholdings and taxes are the sole responsibility of Contractor; and (iii) Contractor will indemnify and hold the City, its City Council members, attorneys, employees, officers, and/or agents harmless from and against any and all loss or liability arising with respect to such payments, withholdings, or taxes, including, but not limited to reasonable attorneys' fees through any and all administrative, pre-trial, trial, post-trial judgment, and appellate proceedings. The parties hereto agree that both Contractor and the City shall have the right to

participate in any discussion or negotiation with the Internal Revenue Service concerning Contractor's independent contractor status regardless of with whom or by whom such discussions or negotiations are initiated. In the event that any applicable government agency determines that Contractor is an employee of the City and the City is required to pay any additional amount to any governmental authority based upon Contractor being reclassified an employee of the City, Contractor hereby covenants and agrees to reimburse immediately the City for any such amount paid to any such governmental authority and the costs and expenses associated with defending the City, including, but not limited to reasonable attorneys' fees. In the event that Contractor is reclassified as an employee and becomes eligible for a refund of any taxes paid to any governmental agency, including but not limited to, a claim for refund of self-employment taxes, then Contractor hereby covenants and agrees to pursue any such refund and assign to the City the proceeds from any such refund.

22.2. No Joint Venture. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

22.3. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and supersede all prior oral negotiations and written agreements between the parties. This Agreement may be amended, supplemented, modified, or changed only by a written instrument agreeing to said amendment, supplementation, modification, or change in the terms hereof by the parties.

22.4. Notices. Any notice, request, instruction, or other document to be given as part of this Contract shall be in writing and shall be deemed served when either delivered in person to the following designated agents or received by registered or certified United States mail, return receipt requested, postage prepaid, or received by facsimile, addressed as follows:

TO THE CITY:

City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922
Ph: 321-433-8800

TO THE CITY ATTORNEY:

Garganese, Weiss, D'Agresta & Salzman, P.A.
P.O. Box 2873
Orlando, FL 32802-2873
Ph: 407-425-9566

TO THE CONTRACTOR:

District Manager
Waste Management Inc. of Florida
3303 Lake Drive
Cocoa, FL 32926
Ph: 321-636-6894

COPY TO:

Legal Department
Waste Management Inc. of Florida
1800 N. Military Trail
Boca Raton, FL 33431

Either party may change the aforementioned designated agents at any time by providing written notice of such change to the other party.

22.5. Captions. Captions to sections through this Agreement are solely to facilitate the reading and reference to the sections and provisions of the Agreement. Such captions shall not affect the meaning or interpretation of the Agreement.

22.6. Severability. If any section, Section, sentence, clause, phrase, or portion of this Agreement 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. Such holding shall not affect the validity of the remaining portions of this Agreement, unless the City determines that the portions remaining (without the severed portions) have an adverse effect on the best interests of City, then City shall have the right to terminate this Agreement.

22.7. City's Rights of Intervention. Contractor agrees not to oppose intervention by the City in any suit or proceeding to which Contractor is a party, concerning or involving this Agreement and the City's rights under this Agreement.

22.8. Attorney's Fees. In the event of litigation arising out of or relating to this Agreement, each party shall bear their own attorney's fees and costs unless expressly provided under this Agreement.

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

22.10. Waiver. Failure of the City to insist upon performance within any time period or upon a proper level of service shall not act as a waiver of the City's right to later claim a failure to perform on the part of Contractor.

22.11. Jurisdiction; 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.

22.12. Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Contractor agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Contractor related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Contractor. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Contractor are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

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

~~Contractor is required to and agrees to comply with public records laws. Contractor shall keep and maintain all public records required by the City to perform the services as agreed to herein. Contractor shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt~~

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

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, 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 433-8484, Cityclerk@cocoaf1.org, CITY CLERK'S OFFICE, 65 STONE STREET, COCOA, FLORIDA 32922.

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 Contractor, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Contractor to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Contractor fails to comply with this Section, and the City must enforce this Section, or the City suffers a third-party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Contractor's failure to comply with this Section, the City shall collect from Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Contractor. 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.

22.13. Employment Eligibility Verification (E-Verify). In accordance with State of Florida, Office of the Governor, Executive Order 11-116, in the event performance of this Agreement is or will be funded using state or federal funds, the proposer must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the proposer must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>. Vendors must complete the E-Verify Affidavit, "Attachment 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. Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor 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 this Agreement without penalty to the City. The Contractor 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. Should the Agreement be terminated pursuant to this subsection, Contractor will not be eligible to be awarded a public contract with City for one (1) full calendar year after the date on which the Agreement was terminated.

If the City Contractor utilizes Subcontractors, the following shall apply:

- A. Contractor 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. Contractor 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. Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

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.

Nothing in this section may be construed to allow intentional discrimination of any class of persons protected by law.

22.14. Annual Donation. Contractor agrees to pay the City an annual donation in the amount of \$7,500.00 for the city to use towards community projects or scholarships to City programs. Payments shall be made on an annual basis on October 1st of each year beginning October 1, 2025.

23. Effective Date; Term.

23.1. Effective Date. The effective date of the Contract shall be October 1, ~~2021~~2025. The prior Contract between the parties, which was effective October 1, 2021, and all addendums thereto, is hereby superseded by this Amended and Restated Solid Waste Agreement, and of no further force and effect; provided, however, Contractor shall be paid the last month's billing under the prior Contract for only the last month's collection and disposal services performed by Contractor.

23.2. Term. The term of this Contract shall be from October 1, 2025 to September 30, 2030, subject to an annual evaluation by the City under Section 9.0 herein and termination as provided for in Section 14.0 herein. The term of this Agreement may be extended pursuant to Section 23.3 herein.

23.3. Renewal. The agreement shall be renewed for additional terms by mutual agreement of the parties. However, if either party determines that it does not want to seek renewal of this Agreement, such party shall provide the other party with written notice of nonrenewal at least one (1) year prior to the expiration of the current term of the Agreement.

24. Disruption in Collection and Disposal Services. In the event a disruption (e.g. strike, labor stoppage, collection equipment in disrepair) other than a Force Majeure event, causes Contractor to fall one week or more behind in its collection schedule, City may, at its option, cause the collection and disposal services to be performed by any means available to City. Such means may include, but not be limited to, City taking over and operating the collection equipment used in the performance of this Agreement until such time Contractor can perform the collection and disposal services and City contracting with a third party to perform the collection and disposal services. Any cost incurred by City in exercising this option shall be charged against Contractor and the performance bond or alternative letter of credit furnished by Contractor under this Agreement. The foregoing option shall only be exercised by a majority vote of the City's City Council after the City Council has declared that the disruption has caused an emergency to arise within the service area that adversely effects the public health, safety, and welfare.

25. Liquidated Damages/Charges. Should the Contractor commit any of the breaches described herein in Contractor's obligations under this Contract, the City shall be entitled to assess charges against the Contractor in the amounts listed below.

The City will be entitled to offset any charges assessed against the monthly fee otherwise due to Contractor hereunder.

Each complaint shall be considered legitimate, unless satisfactory evidence to the contrary is furnished to the Authorized Representative by the Contractor. The decision of the Authorized Representative shall be final. On-site inspection will be provided by the City to determine the legitimacy of disputed complaints. This provision shall not limit other contract claims or remedies that the City may have against the Contractor under this Contract.

- A. Failure to collect missed residential customers by 8:00 P. M. the same day when given notice before noon, or by 8:00 p.m. the following business day when given notice between 12:00 noon and 5:00 P. M.: \$50 per incident, a maximum of \$300 per truck per day.
- B. Unresolved complaints over 20 in a single month: \$50 per incident including the first 20.
- C. Failure to replace damaged container within five business days for commercial customers and five business days for residential customers: \$50 per incident.

- D. Failure to respond to damage to customer's property within seven business days: \$100 per incident.
- E. Equipment operator not properly licensed: \$250 per incident.
- F. Failure to complete a route on the regular pick-up day: \$100 per day for each route not completed.
- G. Failure to provide proper notification prior to residential route changes: \$125 per day, per route not notified.
- H. Causing skid marks or spillage marks on roadways, private driveways, or any thoroughfare within the service area: \$75 per incident.
- I. Failure to clean hydraulic spills or leaks as well as any other fluids having potential to damage or stain asphalt, concrete, or other roadway surfaces: \$250 per incident.
- J. Failure to clean spillage caused from residential or commercial route vehicles leaking from collected garbage: \$150 per incident.

25.2. Opportunity for Cure Required. The following charges may be assessed only after the City has given the Contractor notice and a reasonable opportunity to cure, or where the violation is a repeat violation (i.e., Contractor has previously failed the specific item listed at least once within the past 12 months and the City has previously provided the Contractor notice of such failure):

- A. Failure to maintain office hours as required: \$100 per incident.
- B. Failure to provide documents and reports in a timely and accurate manner as per agreement: \$50 per incident.
- C. Failure to cover materials, if appropriate, on all collection vehicles: \$100 per incident.
- D. Failure to comply with requested employee roster, proper uniforms, and employee identification and safety equipment as per agreement: \$150 per incident.
- E. Failure to close gates on dumpster enclosures as well as container lids and locking all locks on commercial customer locations: \$75 per incident.
- F. Failure to follow established reporting operation or administrative procedures: \$150 per incident.
- G. Loaded vehicles left standing on street unnecessarily: \$150 per incident.
- H. Failure to drive in the proper direction: \$100 per incident.
- I. Commingling solid waste with vegetative waste, recyclable materials, C & D materials or other waste material: \$250 per incident.

26. Contractor's Representative. Contractor shall designate an individual to act as a representative for Contractor under this Agreement with the authority to transmit instructions, receive information, and make or interpret Contractor's decisions. This person shall be Contractor's contract administrator. Initially, the person who shall act as the representative for Contractor with respect to this Agreement shall be a District Manager of the Contractor. Contractor may from time to time designate other individuals or delete individuals with the authority to act for Contractor under this Agreement with the authority to transmit instructions, receive information, and make or interpret Contractor's decisions. All deletions or designation of individuals to serve as a representative shall be given by written notice.

27. Time of the Essence. Contractor acknowledges and agrees that time is of the essence for the completion of the collection and disposal services to be performed under this Agreement. Unless otherwise extended in writing by the City, Contractor agrees to complete the collection and disposal services as required by this Agreement.

28. Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28,

or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable, under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00).

29. Franchise Costs. Contractor agrees to pay the reasonable administrative and legal costs incurred by the City in initially granting this Franchise, which shall be Two Thousand Five Hundred and No/100 Dollars (\$2,500.00). Payment shall be made to the City no later than thirty (30) days from the initial effective date. In the event this Franchise is renewed, transferred or assigned, Contractor or its successor in interest shall pay to the City the reasonable legal and administrative costs incurred with said renewal or assignment, not to exceed Two Thousand Five Hundred and No/100 Dollars (\$2,500.00). Payment shall be made to the City no later than thirty (30) days from the effective date of said renewal, transfer, or assignment.

30. Title to Garbage. The City shall have the right and title to all garbage, including recycling, set out for collection. Once collected by the Contractor, ownership of all garbage, including recycling, collected under this Agreement shall transfer to the Contractor.

31. Public Awareness Campaign.

31.1. *General.* Upon City request, Contractor agrees to provide, and assist the City in conducting, a public awareness campaign to promote the collection, disposal and recycling services provided under this Agreement. All materials and publications used by Contractor shall be reviewed by the City and approved by the Authorized Representative. All materials and publications used by the City shall be reviewed by Contractor and approved by Contractor's representative.

ATTEST:

CITY OF COCOA, FLORIDA

Monica Arsenault, City Clerk

By: _____
Michael C. Blake, Mayor

Date: _____

CITY SEAL:

ATTEST:

WASTE MANAGEMENT INC. OF FLORIDA

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

CORPORATE SEAL:

Exhibit A – Fee and Rate Schedule

City of Cocoa Exhibit A

Effective 10/1/2025

COMMERCIAL SERVICE

S I Z E	F R E Q U E N C Y						XPU
	1	2	3	4	5	6	
	2	58.14	116.27	174.41	232.55	290.68	348.82
	3	87.20	174.41	261.61	348.82	436.02	523.23
	4	116.27	232.55	348.82	465.09	581.36	697.64
	6	174.41	348.82	523.23	697.64	872.04	1,046.45
	8	232.55	465.09	697.64	930.18	1,162.73	1,395.27

per yard rate

\$7.12

Loose/Can Commercial (96 gallon cart, 2x week service)

1	2	3	4
CAN	CANS	CANS	CANS
\$42.21	\$84.42	\$126.63	\$168.85

YW CM (96 gal 1x wk)

1
CAN
\$ 28.14

RESIDENTIAL RATES TO WM - WATER BILLED:

	Garbage	Recycle	Yard Trash	Total
Single home per unit	\$10.82	\$3.77	\$6.55	\$21.14
Multi Family per unit	\$10.82	\$3.77	\$6.55	\$21.14
Cart Exchange Charge				\$ 35.00

	Up to 3 yards per trip	Per yard over 3 yards per trip
Vacant Lot Charge	\$168.83	\$28.14

Optional Special Vegetative Waste Service for Commercial Customers

Quarter truck load	\$168.83
Half truck load	\$225.10
Three Quarter truck load	\$281.38
Full truck load	\$337.65

Pull Rate

15 Yard Open Top Per Pull	\$264.49
20 Yard Open Top Per Pull	\$287.00
30 Yard Open Top Per Pull	\$309.51
40 Yard Open Top Per Pull	\$332.03

ABOVE RATES ARE SUBJECT TO ADDITIONAL LANDFILL FEES

CUSTOMERS NOT RECEIVING A MONTHLY PULL ARE
SUBJECT TO \$75.00 MONTHLY MAINTENANCE CHARGE OR
\$2.50 PER DAY CHARGE

	Pull Rate	Monthly rental	Blocked Cotainer/Trip Charge
15 Yard Compactor Per Pull	\$281.38	Negotiable with Customer	\$196.96
20 Yard Compactor Per Pull	\$303.89	Negotiable with Customer	\$196.96
30 Yard Compactor Per Pull	\$326.40	Negotiable with Customer	\$196.96
40 Yard Compactor Per Pull	\$354.54	Negotiable with Customer	\$196.96

"ABOVE RATES ARE BASED ON PULL CHARGES ONLY AND DO NOT INCLUDE DISPOSAL AT THE LANDFILL, TAXES, OR LEASING/MAINTENANCE FEES, ALL OF WHICH WILL BE ADDED TO THE FINAL CHARGE FOR THE ROLLOFF CONTAINER"

CPI for All Urban Consumers (CPI-G&T) Original Data Value

For the City of Cocoa

Series Id: CUUR0000SEHG02, CUUS0000SEHG02

Not Seasonally Adjusted

Series Title: Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted

Area: U.S. city average

Item: Garbage and trash collection

Base Period: DECEMBER 1983=100

Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2015	427.734	429.248	429.235	429.807	431.234	430.813	431.229	432.967	433.843	434.829	436.428	436.996		
2016	437.205	438.296	437.699	437.676	438.317	437.858	438.607	439.358	439.707	440.311	443.343	444.745		
2017	446.266	447.699	446.987	447.129	447.272	448.046	448.328	448.717	449.008	452.196	453.820	453.596		
2018	453.354	454.915	455.230	458.722	462.887	465.041	465.579	470.457	471.026	472.535	486.650	485.935	458.358	475.364
2019	475.687	477.474	478.569	479.449	480.865	480.984	482.138	483.987	484.346	486.133	486.485	486.708	478.838	484.966
2020	491.003	494.429	495.288	494.432	494.946	496.679	498.564	500.882	501.756	503.315	504.970	508.190	494.463	502.946
2021	512.722	517.270	518.505	518.579	516.440	517.202	521.185	524.408	529.934	530.114	529.053	532.538	516.786	527.872
2022	533.078	538.313	540.719	542.564	544.546	547.554	548.187	548.706	558.254	561.090	563.816	565.185	541.129	557.540
2023	570.412	575.697	576.773	580.124	587.431	589.812	596.167	597.347	596.997	597.569	601.631	602.164	580.042	598.646
2024	606.773	610.551	610.015	611.073	609.538	611.946	614.089	615.880	619.640	621.632	627.127	627.807	609.983	621.029
2025	629.803	641.938	642.053	643.063										

Index Change =

31.990

CPI Change =

5.24%

NTE 3%

3.00%

CPI Applied =

3.00%

Source: Bureau of Labor Statistics

Generated on: May 19, 2020 (08:19:40 AM)

Ad Preview

AD#11640147 9/5/2025

CITY OF COCOA

NOTICE OF PUBLIC HEARING

September 16, 2025

NOTICE is hereby given that the City of Cocoa, Florida, will hold a Public Hearing at 6:00 p.m. on Tuesday, September 16, 2025, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida. The City Council will consider adopting the following Ordinance on Second Reading, titled as follows:

ORDINANCE NO. 09-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, APPROVING AN AMENDED AND RESTATED SOLID WASTE FRANCHISE AGREEMENT BETWEEN THE CITY OF COCOA AND WASTE MANAGEMENT OF FLORIDA, INC., ATTACHED HERETO; ESTABLISHING SOLID WASTE SERVICE CHARGES AS PROVIDED BY SECTION 9-37 OF THE CITY OF COCOA CODE OF ORDINANCES; PROVIDING FOR ANNUAL INCREASES IN SERVICE CHARGES EQUAL TO THE CONSUMER PRICE INDEX FOR GARBAGE AND TRASH; EXTENDING THE ORIGINAL TERM TO SEPTEMBER 30, 2030; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY AND AN EFFECTIVE DATE.

This is a public meeting. All interested parties may attend. The facility wherein the public meeting will be held is accessible to the physically handicapped.

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

Members of the public are encouraged to comment on the proposed ordinances at the meeting. Comments may also be submitted in writing to the Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922, or by email (marsenault@cocoafl.gov), or by telephone by calling (321) 433-8488.

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 (321) 433-8488.

Further information may be obtained by calling the City Clerk at the above listed number.

Dated this the 2nd

day of September, 2025.

Monica Arsenault, CMC, City Clerk