City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Wednesday, February 13, 2019

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 19-49 Approve the Agenda for the Regular meeting of February 13, 2019, as presented or with amendments.

Attachments: 02-13-19 Short Agenda.pdf

MINUTES:

II.2 19-50 Approve the Minutes of the Regular meeting of January 9, 2019, as written or with amendments.

Attachments: 01-09-19 Minutes.pdf

EXHIBIT A-Housing Authority presentation Welcome to CHA PowerPoint_prese

EXHIBIT B-Handout provided by D. Waters 001.pdf

III. AWARDS AND PRESENTATIONS:

III.1 19-43 Presentation by Miriam Moore of the Homeless Coalition. (Councilmember Koss)

III.2 19-45 Proclamation: Proclaiming the month of February 2019 as Black History Month. (City Manager)

Attachments: 2019 Black History Month Proclamation.pdf

III.3 19-51 Proclamation: Recognition of Ms. Bettye Ann Rackston. (Councilman Goins)

Attachments: Bettye Ann Rackston.pdf

III.4 19-52 Emma Jewel Step Team Performance. (Councilman Goins)

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 18-534 To Approve Participation in a Cooperative Purchase Agreement for the Purchase of a 4 X 4 Loader Backhoe with Canopy Utilizing Florida Sheriffs Association Contract #FSA18-VEH16.0 Specification #28 Through Trekker Group in Orlando, Florida, for the Dyal Water Treatment Plant

Attachments: FSA Cooperative Agreement

Trekker Group Quote

V.2 19-12 Approve Task Order 2019-99 with CH2M Hill Engineers for Dyal Groundwater WTP Disinfection Byproduct Formation Management; Phase 2 - Demonstration Testing, Project No. WS18DT. (Utilities Director)

Attachments: TO (2019-99) CH2M HILL $152909.78 - DY

Task Order DBP Formation Management Phase 2 2018

V.3 19-46 Approve a revision to the Preliminary Plat consistent with the attached Lot Width Revision Plan for The Cottages at Cocoa Village.

Attachments: Attachment A - LOT WIDTH REVISION

V.4 19-53 Approve an assignment of The Cottages at Cocoa Village Binding Development Agreement between the City of Cocoa and 120 Barnacle Bay, LLC to the Villas of Cocoa Village, LLC, upon closing of the sale of the affected Property. (Community Services Director)

Attachments: Assignment to Villas of Cocoa Village

VI. PUBLIC HEARINGS:

VI.1 19-15 Postpone until the regular City Council Meeting of February 27, 2019 a request to submit a substantial amendment to the City's approved FY2018/2019 Action Plan in connection with a proposed application to the U.S. Department of Housing & Urban Development (HUD) for a $894,445 Section 108 Loan. (Community Services Director)

Attachments: Substantial Amendment.Section 108 Loan AdOrderConf

VI.2 19-29 Postpone until the regular City Council Meeting of February 27, 2019 consideration of the London Cove preliminary subdivision. (Community Services Director)

Attachments: Legal Ad - London Cove

VI.3 19-30 Approve an Addendum to the Binding Development Agreement between the City of Cocoa, Florida and 2075 W. King Street Land Trust and its successors to allow the developer to construct up to 312 apartment units and associated amenities on a parcel of land (Tax Parcel ID: 24-36-31-00-265) totaling 130.66 acres and located on the south side of W. King Street (SR520) between Range Road and Clearlake Road. (Community Services Director)

Attachments: Attachment A - Original DA - 2017 W. King Street Land Trust (recorded)

Attachment B - Addendum to 2075 W King Development Agreement 1-31-19

Attachment C - Cocoa Grand - Concept Plan

Cocoa Grand Aerial Locationn Map-01-30-19

CC Legal Ad Proof - ReDA - Cocoa Grands

Cocoa Grand-SCADL-2019-04 Concurrencey Letter

VI.4 19-31 Approve a Preliminary Subdivision consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code for Lakeside Palms West subject to conditions identified in the agenda item. (Community Services Director)

Attachments: Attachment A - Pre-Subdiv Plat - Lakeside Palms West

Attachment B - Pre-Subdiv Plans - Lakeside Palms West

Geosyntec report - Lakeside Palms West

Legal Ad Proof - 3 Pre-Subdivisions

Location Map - Lakeside Palms West

VI.5 19-47 Approve a Resolution of Intent, inclusive of Exhibit "B" Legal Description of Incorporate Cocoa City Boundaries, to allow the use of the "Uniform Method of Collecting Non-Ad Valorem Special Assessment", for the continuing costs of providing Stormwater Services and Capital Projects, commencing Fiscal Year 2020, and to Approve the City Manager's authority to negotiate with the Property Appraiser's Office the Agreement of this Collection Method. This Public Hearing was advertised in the Florida Today Newspaper for four consecutive weeks, in accordance with Florida Statutes 197.3632. (Finance Director)

Attachments: HEARING NOTICENOTICE OF INTENTOrderConf.pdf
Resolution No. 2019-008 Electing Uniform Method to Levy Stormwater Assessn
Resolution No. 2019-008 EXHIBIT A Public Notice.docx
Resolution No. 2019-008 Exhibit B Legal Description of City of Cocoa.doc

VII. COUNCIL BUSINESS:

VII.1 19-25 Approve the request of two street closures in association with the proposed Special Events. (Leisure Services)

Attachments: 3_2019_RC_Council_Agenda -
_Route_Maps_Running_Zone_09.29.2019

VII.2 19-55 Consider the Cancellation of the Regular City Council Meeting on March 27, 2019 due to FLC Legislative Action Days and the Cancellation of the Regular City Council Meeting on December 25, 2019 due to the Christmas holiday. (Administrative Services Director)

Attachments: FLC Announcement.pdf
2019 Holiday Schedule.pdf

VIII. CITY BUSINESS:

VIII.1 19-34 Approve the relocation of one restroom and one pavilion from Dr. Joe Lee Smith Park to Manor Park (Autumn's Place) and baseball field lighting from Dr. Joe Lee Smith Park to the Provost Park west recreational field. (Assistant City Manager)

Attachments: City of Cocoa Parks Amenity Inventory.pdf

VIII.2 19-40 Approval of an additional position in the City Manager's Office, Digital Communications Coordinator and Approve a Resolution Amending the FY2019 Budget through the use of General Fund Contingency to fund the position. (City Manager)

Attachments: Salary Comparison Form Digital Communications Specialist.pdf
PA-CM-Digital Communications Specialist (3-4-19).pdf
Digital Communications Coordinator Draft- 1-18-19.docx
NEW Budget Resolution FY 2019.docx
BAF 19-060 -CM-Digital Communications Coordinator (2-13-19)~ Agenda 19-04

MULTI-YEAR CONTRACTS:

IX. INFORMATIONAL AGENDA:

IX.1 19-57 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)

Attachments: December 2018 Financial Report

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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

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.

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

Legislation Details (With Text)

File #:	19-49	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	2/1/2019			**In control:**	City Council
On agenda:	2/13/2019			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of February 13, 2019, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	02-13-19 Short Agenda.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 1, 2019
Agenda Date: February 13, 2019
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of February 13, 2019, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of February 13, 2019, as presented or with amendments.

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AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

February 13, 2019

DATE: Fe□r□ar□13, 2019	**LOCATION:** Cit□Co□ncil Cha□ □ers
TIME: 6:00 □.□.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Reg□lar Meeting of Fe□r□ar□13, 2019 (19-49)
2. Min□tes: Min□tes for the Reg□lar □eeting of Jan□ar□9, 2019 (19-50)

III. AWARDS AND PRESENTATIONS:

1. Presentation □□ Miria□ Moore of the Ho□eless Coalition. (19-43). (Co□ncil□e□ □er Koss)

2. Procla□ation: Proclai□ing the □onth of Fe□r□ar□2019 as Black Histor□ Month. (19-45). (Cit□Manager)

3 Procla□ation: Recognition of Ms. Bett□e Ann Rackston. (19-51). (Co□ncil□an Goins)

4. E□ □a Jewel Ste□ Tea□ Perfor□ance. (19-52). (Co□ncil□an Goins)

IV. DELEGATIONS:

In accordance with the City Council's rules and procedures, residents or tax-□a□ers of the Cit□ (□□on an□ s□□ject of general or □□□lic interest), Cit□ e□ □lo□ees (regarding his/her e□ □lo□□ent), water and sewer c□sto□ers (on □atters related to the City's water and/or sewer s□ste□), and an□ □erson on an□ ite□ on the

agenda (exce□t *Emergency items, Ministerial items, Quasi-judicial items, and Public Hearing items),* □a□address the Cit□Co□ncil □nder Delegations □□filling o□t a s□eaker card.

S□eaker cards are located in the Co□ncil Cha□ □er lo□□□and sho□ld □e □rovided to the Cit□Clerk. Please o□serve the ti□e li□it of five (5) □in□tes while s□eaking □nder Delegations. Delegations shall □e li□ited to thirt□ (30) □in□tes □nless extended □□Co□ncil.

V. CONSENT AGENDA:

1. A□□rove Partici□ation in a Coo□erative P□rchase Agree□ent for the P□rchase of a 4 X 4 Loader Backhoe with Cano□□Utilizing Florida Sheriffs Association Contract #FSA18-VEH16.0 S□ecification #28 Thro□gh Trekker Gro□□ in Orlando, Florida, for the D□al Water Treat□ent Plant. (18-534). (Utilities Director)

2. A□□rove Task Order 2019-99 with CH2M Hill Engineers for D□al Gro□ndwater WTP Disinfection B□□rod□ct For□ation Manage□ent□Phase 2 - De□onstration Testing, Project No. WS18DT. (19-12). (Utilities Director)

3. A□□rove a revised Conce□t Plan for The Cottages at Cocoa Village Binding Develo□□ent Agree□ent □etween the Cit□of Cocoa and 120 Barnacle Ba□, LLC. (19-46). (Co□ □ □nit□Services Director)

4. A□□rove an assign□ent of The Cottages at Cocoa Village Binding Develo□□ent Agree□ent □etween the Cit□of Cocoa and 120 Barnacle Ba□, LLC to the Villas of Cocoa Village, LLC, □□on closing of the sale of the affected Pro□ert□. (19-53). (Co□ □ □nit□Services Director)

VI. PUBLIC HEARINGS:

1. Post□one □ntil the reg□lar Cit□Co□ncil Meeting of Fe□r□ar□27, 2019 a re□□est to submit a substantial amendment to the City's approved FY2018/2019 Action Plan in connection with a □ro□osed a□□lication to the U.S. De□art□ent of Ho□sing & Ur□an Develo□□ent (HUD) for a □894,445 Section 108 Loan. (19-15). (Co□ □ □nit□ Services Director)

2. Post□one □ntil the reg□lar Cit□Co□ncil Meeting of Fe□r□ar□27, 2019 consideration of the London Cove □reli□inar□ s□□division. (19-29). (Co□ □ □nit□ Services Director)

3. A□□rove an Addend□□ to the Binding Develo□□ent Agree□ent □etween the Cit□ of Cocoa, Florida and 2075 W. King Street Land Tr□st and its s□ccessors to allow the develo□er to constr□ct □□ to 312 a□art□ent □nits and associated a□enities on a □arcel of land (Tax Parcel ID: 24-36-31-00-265) totaling 130.66 acres and located on the so□th side of W. King Street (SR520) □etween Range Road and Clearlake Road. (19-30). (Co□ □ □nit□ Services Director)

4. A□□rove a Preli□inar□ S□□division consistent with Cha□ter 18 S□□divisions and A□□endix A Zoning of the Cit□ Code for Lakeside Pal□s West s□□ject to conditions identified in the agenda ite□. (19-31). (Co□ □ □nit□ Services Director)

5. Approve a Resolution of Intent, inclusive of Exhibit "B" Legal Description of Incor□orate Cocoa City Boundaries, to allow the use of the "Uniform Method of Collecting Non-Ad Valorem Special Assessment", for the continuing costs of □roviding Stor□water Services and Ca□ital Projects, co□ □encing Fiscal Year 2020, and to Approve the City Manager's a□thorit□ to negotiate with the Pro□ert□ Appraiser's Office the Agreement of this Collection Method. This Public Hearing was advertised in the Florida Toda□ News□a□er for fo□r consec□tive weeks, in accordance with Florida Stat□tes 197.3632. (19-47). (Finance Director)

VII. COUNCIL BUSINESS:

1. A□□rove the re□□est of two street clos□res in association with the □ro□osed S□ecial Events. (19-25). (Leis□re Services Manager)

2. Consider the Cancellation of the Reg□lar Cit□ Co□ncil Meeting on March 27, 2019 d□e to FLC Legislative Action Da□s and the Cancellation of the Reg□lar Cit□ Co□ncil Meeting on Dece□ □er 25, 2019 d□e to the Christ□as holida□. (19-55). (Ad□inistrative Services Director)

VIII. CITY BUSINESS:

1. A□□rove the relocation of one restroo□ and one □avilion fro□ Dr. Joe Lee S□ith Park to Manor Park (Autumn's Place) and baseball field lighting from Dr. Joe Lee S□ith Park to the Provost Park west recreational field. (19-34). (Assistant Cit□ Manager)

2. Approval of an additional position in the City Manager's Office, Digital Co□ □ □nications Coordinator and A□□rove a Resol□tion A□ending the FY2019 B□dget thro□gh the □se of General F□nd Contingenc□ to f□nd the □osition. (19-40). (Cit□ Manager)

MULTI-YEAR CONTRACTS:

None.

IX. INFORMATIONAL AGENDA:

1. Data showing the relation □etween the esti□ated and act□al inco□e and ex□enses to date. (19-57). (Finance Director)

X. REPORTS:

Advisor□Boards and Co□ □ittees
Cit□Ad□inistration
Cit□Attorne□
Cit□Manager
Cit□Co□ncil

XI. ADJOURNMENT.

NOTICE TO THE PUBLIC:

P□rs□ant to Section 286.0105, Florida Stat□tes, the Cit□ here□□ advises the □□□lic that: if a □erson decides to a□□eal an□ decision □ade □□ the Cit□ Co□ncil with res□ect to an□ □atter considered at its □eeting or hearing, that □erson will need a record of the □roceedings and for s□ch □□r□ose, affected □ersons □a□need to ass□re that a ver□ati□ record of the □roceedings is □ade, and s□ch record shall incl□de the testi□on□and evidence □□on which the a□□eal is to □e □ased. This notice does not constit□te consent □□ the Cit□for the introd□ction or ad□ission into evidence of otherwise inad□issi□le or irrelevant evidence, nor does it a□thorize challenges or a□□eals otherwise not allowed □□ law.

Cit□Code Section 2-54 re□□ires that an affir□ative vote of a □ajorit□of a □□or□□ □resent shall □e necessar□ to enact an ordinance or ado□t an□ resol□tion□exce□t that two-thirds of the □e□ □ershi□of the Co□ncil is re□□ired to enact an e□ergenc□ordinance. All ordinances re□□ire two readings, entitled first reading and second reading and □□□lic hearing, □rior to ado□tion.

Me□ □ers of the □□□lic s□eaking on □□□lic hearing ite□s, tho□gh entitled to □e heard □□ the Cit□ Co□ncil, are not entitled to an i□ □ediate res□onse □□ either ad□inistrative staff □e□ □ers or Co□ncil once the □□□lic hearing is closed□however, Co□ncil disc□ssion □a□or □a□not incl□de a res□onse. No □□estion □□ the □□□lic sho□ld □e addressed directl□ □□ the Ad□inistrative staff.

P□□lic de□ate □□ individ□al s□eakers fro□ the a□dience on □□□lic hearing ite□s shall □e li□ited to three (3) □in□tes. Re□resentatives of recognized gro□□s shall □e li□ited to ten (10) □in□tes□ and total de□ate on a single iss□e shall □e li□ited to thirt□(30) □in□tes. Onl□one □resentation □er □erson □er iss□e shall □e allowed.

A Co□ncil □e□ □er □a□add an ite□ to the agenda d□ring the □eeting onl□at the ti□e the agenda is a□□roved. If the ite□ re□□ires action □□the Co□ncil, then it □a□□e added to the agenda □□an affir□ative vote of the Co□ncil, and written doc□□entation □ □st □e s□□□itted at the ti□e the ite□ is added to the agenda.

This agenda is □osted on the M□nici□al B□lletin Board and at the Central Brevard Li□rar□ and Reference Center in Cocoa for □□□lic review.

This is a □□□lic □eeting. All interested □arties □a□attend. The facilit□wherein this □□□lic □eeting will □e held is accessi□le to the □h□sicall□handica□□ed. In accordance with the A□ericans With Disa□ilities Act, □ersons needing assistance to □artici□ate in an□of these □roceedings sho□ld contact the Cit□Clerk of the Cit□of Cocoa, listed □elow, at least 48 ho□rs □rior to the □eeting: Carie Sheal□, Cit□Clerk, 65 Stone Street, Cocoa, □□tele□hone at (321) 433-8484 or via e□ail at csheal□□ cocoafl.org.

Legislation Details (With Text)

File #:	19-50	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	2/1/2019			**In control:**	City Council
On agenda:	2/13/2019			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of January 9, 2019, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	01-09-19 Minutes.pdf EXHIBIT A-Housing Authority presentation Welcome to CHA PowerPoint presentation.pdf EXHIBIT B-Handout provided by D. Waters 001.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 1, 2019
Agenda Date: February 13, 2019
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of January 9, 2019, as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

There is no budgetary impact.

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of January 9, 2019, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

January 9, 2019

A Regular City Council Meeting was held on Wednesday, January 9, 2019, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as duly noticed.

I. OPENING MATTERS:

Mayor Williams called the meeting to order at 6:00 p.m.

Pastor Tom Unrath provided the invocation and Councilmember Boisvert led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Jake Williams, Jr.	Mayor
	Brenda Warner	Deputy Mayor
	Don Boisvert	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	John Titkanich, Jr.	City Manager
	Carie Sheal	City Clerk
ABSENT:	Matt Fuhrer	Assistant City Manager

OTHER STAFF MEMBERS PRESENT:

Tammy Gerhardt, Administrative Services Director Jack Walsh, Utilities Director Nancy Bryant, Community Services Director Mike Cantalope, Chief of Police, Gene Prince, Fire Chief Ed Wegerif, Public Works Director Rebecca Bowman, Finance Director Lora Howell, Deputy Finance Director Jason McCuen, Helpdesk Support Technician Samantha Senger, Assistant to the City Manager/ Public Relations Specialist Lt. Ondo, Cocoa Police Department Russel Sengel, Cocoa Fire Department and Brian Ackerman, Cocoa Fire Department.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of January 9, 2019 (18-653)
2. Minutes: (a) Regular Meeting of November 28, 2018 (18-654)
   (b) Regular Meeting of December 12, 2018 (18-655)

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Warner, to approve the Agenda as presented for the Regular meeting of January 9, 2019.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Councilmember Goins; Seconded by Councilmember Koss, to approve the Minutes for the Regular meeting of November 28, 2018 and the Regular meeting of December 12, 2018.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

1. Housing Authority Presentation regarding the Progress being made in housing around District 1. (18-644). (Councilee Goins)

   Councilee Goins introduced Mr. Her Hernandez with the Cocoa Housing Authority.

   Mr. Hernandez thanked Council for having hi and provided a Presentation[1], and explained in detail crrent needs of residents, updates and renovations to nits, and upcoing rojects. He advised that the average income of housing residents is etween 8,000 and 15,000 er ear.

   He spoke about the housing choice vouchers and stated that a strong preference is given for those who live in Cocoa. Other things such as criinal ackgrounds, homelessness, etc. are also taken in to consideration.

[1] EXHIBIT A: Cocoa Housing Authority Presentation

Resident services are a ke□ factor es□eciall□ with the seniors and □o□th. The□ are converting all of the □□□lic ho□sing into a different f□nding □rogra□ which he ex□lained in f□rtherance. He advised that the Pineda Project will □e a□o□t □11 □illion and he □ointed o□t that their foc□s is on energ□ efficienc□ and the□ are looking into solar to see if that wo□ld □e allowa□le. The□ have □owered so□e sec□rit□ ca□eras that are □onitoring a constr□ction site with solar.

Ma□or Willia□s thanked hi□ and stated it was nice to see that so□e of the □nits are no longer the traditional □roject st□le ho□es. He □elieves that it □akes a □ig difference and he a□□reciates all that the□ have done. Additionall□, he stated that he ho□es that residents are □eing ed□cated so the□ □nderstand that j□st □eca□se the□live in the □rojects does not □ean □o□ can leave trash aro□nd the Cit□. He wants ever□one to hel□ in kee□ing the Cit□ clean.

Mr. Hernandez stated the□ have a lease with all residents and it is ver□ strong and if the□ violate the lease eno□gh the□ can evict the□ fro□ ho□sing.

Co□ncil thanked hi□ again.

IV. DELEGATIONS:

Warren McKee, 2142 Michigan Aven□e, Cocoa, showed a sign that he □ade which said “Slow Down or Speed Bumps, Up to You”. He stated that he is not here □eca□se his neigh□or was killed □□t □eca□se nothing has □een done to sto□ the s□eeding and it led to hi□ □eing killed. He stressed the need for so□ething to □e done. He s□oke a□o□t the □etition □rocess and noted that there was an overwhel□ing res□onse fro□ the neigh□ors who agreed on a □etition, □□t the□ are also willing to work with the Cit□ for sol□tions. He s□oke a□o□t several instances thro□gho□t the last few da□s of s□eeding in the area. He knows there are □ros and cons to s□eed □□□ □s □□t the□ are willing to do whatever the□ can to slow □eo□le down.

Mr. McKee met the victim’s daughter and she stated that as a little girl her father wo□ld warn her a□o□t Michigan Aven□e. This has □een going on for 30-40 □ears and nothing has □een done. It see□s that all tr□cks, se□is, d□□ tr□cks, wreckers, school □□ses, etc. □se this street as a short c□t and it is a residential street. The □olice de□art□ent does not have the □an □ower to □atrol it all of the ti□e. He reiterated that he is not s□re of the sol□tion, □□t there s□re is a □ro□le□. He □elieved that the two and half ton weight li□it co□ld □e enforced and a sign posted “Slow Down or Speed Bumps”.

Co□ncil□e□□er Koss □entioned that when she s□oke with Mr. McKee at the location a□o□t fort□□ercent of the traffic was a□ove the s□eed li□it. She tho□ght that he was in favor of sto□ signs and asked if now he □referred s□eed □□□ □s.

In res□onse, Mr. McKee stated that he tho□ght the sto□ signs wo□ld work and he will tr□an□thing, □□t he is convinced that in the next few □ears the□will □e seeing s□eed□□□ □s.

Mr. McKee thanked Co□ncil□e□□er Boisvert, Co□ncil□e□□er Koss and other Cit□e□ □lo□ees for their gracio□sness

Co□ncil□e□□er Koss stated she was affected □□ this and the victi□s o□it□ar□ was in the □a□er. She □rovided the infor□ation and thanked Mr. McKee for □eing here tonight.

Ma□or Willia□s ass□red Mr. McKee that the□were in the □rocess of collecting data and this wo□ld co□e □ack □efore Co□ncil. At that ti□e the□will deter□ine the □est sol□tion. He agreed with hi□ on the iss□es and is aware of what is ha□□ening there.

Co□ncil□e□□er Goins asked if the s□eed li□it co□ld □e changed along with adding sto□ signs and/or s□eed □□□ □s. In res□onse, Ma□or Willia□s s□oke a□o□t the s□eed li□it in the little □end right □efore the residential area, which is 15 □ □h.

Mr. McKee asked if the□cannot enforce the s□eed li□it then wh□have it. He re□□ested to □e ke□t a□□rised of the □rocess so that he co□ld kee□his neigh□ors infor□ed. He asked how to get the □a□erwork for a □etition, and Cit□Manager Titkanich advised he wo□ld get it to hi□.

Mr. R□st□Sengel, Cocoa Fire De□art□ent, 5683 Saratoga Lane, and Cocoa Firefighters Local President, □rovided an □□date on the t□rke□dinner giveawa□ at Thanksgiving, noting that this □rogra□ started in the □id-90's and continued to grow. The□average aro□nd one h□ndred □eals □er □ear. This □ear there were 122 re□□ests, and all are fro□ Cocoa citizens. There were a□o□t 118 □assed o□t and 4 no shows. Each had a frozen t□rke□with all of the fixings. This was all □ade □ossi□le □□ the following donations: Larr□ Sinclair, who donated 40 t□rke□s□Dave Lightholder, who donated 40 t□rke□s□the Cocoa Village Pla□ho□se

donated half of the □roceeds fro□ a raffle□and an anon□□o□s citizen donated □500.

He provided kudos to Joann Soper, Fire's Administrative Assistant, as she really does a lot for this vent□re. The□had excess □one□which will □e □oved to next □ear. He ho□es to □e □ack in Fe□r□ar□ with the res□lts of the 911 Stair Cli□□. Lastl□, he □rovided a donation to the PALS □rogra□, which De□□t□ Ma□or Warner acce□ted to give to the□.

A□□ Tho□□son, 928 Peachtree Street, congrat□lated the new Ma□or and Co□ncil□e□□er Goins. She ex□lained where she lived and where it is located on Peachtree. She stressed the i□□ortance of action □eing taken in order to clean □□ the area. She has a □o□ng child who she cannot take to the □la□gro□nd d□e to litter, dr□gs, □rostit□tion, □eo□le slee□ing, etc. The□want their neigh□orhood □ack. She is not □ashing Cocoa Police De□art□ent, this is j□st a safet□concern. She s□□□orts all first res□onders.

Co□ncil□e□□er Goins is j□st as dist□r□ed as she and he has had conversations with the Chief. He is going to work on this. She thanked Co□ncil□e□□er Goins.

Johnnie Dennis, 3017 Catalina Drive, s□oke a□o□t ineffective leadershi□ in the □lack co□□□nit□. The□are re□□esting to see the □olice and canines □atrolling a□o□t twice a da□ and feel that this wo□ld get the dr□g dealers o□t of the □arks. He stated that the □olice a□□se in the Cit□of Cocoa is a □ro□le□ and the□have a long histor□of a□□se. Lastl□, he s□oke a□o□t the recent shooting in Cocoa.

Candace Rogers, 93 Delanno□ Aven□e, Cocoa, wished ever□one a ha□□□ new □ear. She noted that on A□ril 10th Ma□or Parrish asked Cit□Attorne□Garganese to hel□ deter□ine the ease□ent of the □oardwalk connecting the Cocoa Marina to Lee Wenner Park and then reconnecting with the rest of the River Walk.

In res□onse, Attorne□ Garganese □entioned that he s□oke with the Assistant Cit□Manager and confir□ed that the ease□ent r□ns down SR 520 and the s□all drivewa□along the riverfront. He □elieved it was received □□the □rior develo□er.

Ms. Rogers □ointed o□t that on J□l□17th the cit□ □er□itted Cocoa Marina to □□t □□ a fence and a gate, which leaves no access to the north or so□th of the □arina.

City Manager Titkanich provided a brief history in regards to Ms. Roger's □□estions a□o□t the ease□ent. Ms. Rogers j□st felt that the□ needed a □etter definition of the ease□ent, and also felt that the settle□ent agree□ent needed to □e revisited, as histor□is getting lost on who owns what.

Cit□ Manager Titkanich s□oke in f□rtherance a□o□t the settle□ent agree□ent.

Ms. Rogers stated that the □arina owes the Cit□ □one□ and there are other re□□ire□ents that the□ have to f□lfill according to the agree□ent and this needs to □e resolved.

Ma□or Willia□s advised that he was a □art of the original tea□ who went to the governor a□o□t this and ass□red her this wo□ld □e revisited.

Co□ncil□e□ □er Koss □entioned that her □oint was that a gate has □een □□t □□ and it is a □ro□le□. Cit□ Manager Titkanich advised that the Cit□ does not have legal access across Mariner's Square property. The former redevelopment □anager had reached out to Mariner's Square but they were not interested. He s□oke a□o□t the original □lan.

Lastl□, Ms. Rogers asked if there was an ordinance a□o□t slee□ing and ca□ □ing in Cit□ □arks. Chief Cantalo□□e did not □elieve so and she stated she has heard □an□ co□ □laints. Peo□le are slee□ing in the gaze□o and at Riverfront Park. She re□□ested that an ordinance □e created so that signs co□ld □e □osted regarding the laws against it.

De□etri□s Waters, 911 School Street, Cocoa, a co□ □ □nit□ activist and a retired and disa□led veteran, □entioned he was dee□l□ang□ished a□o□t co□ing □efore Co□ncil tonight. He □rovided a hando□t[2] regarding the Dia□ond S□□are CRA, re□□ests, and Cha□ter 760 of the Florida Civil Rights Act. Additionall□, he was asking that Co□ncil re-eval□ate the Dia□ond S□□are CRA and s□s□end all □oard □e□ □ers. He □elieved that the□ sho□ld not □e retained □nder ter□ li□its. He stated that he wo□ld tr□st that those sitting on □oards have ethics and he wo□ld like to sit with his Co□ncil□e□ □er to disc□ss these □oints.

V. CONSENT AGENDA:

1. A□□roval of a Third A□end□ent to License Agree□ent with T-Mo□ile So□th, LLC, S□ccessor in Interest to APT Ta□ □a/Orlando, Inc. (18-649). (Utilities Director)

[2] EXHIBIT B: Handout provided by D. Waters

MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Warner, to approve the Consent Agenda.

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. PUBLIC HEARINGS:

1. Postpone until the regular City Council meeting of January 23, 2019 consideration of the Lakeside Palms West Preliminary Subdivision. (18-661). (Community Services Director)

*** Item POSTPONED until the Regular City Council Meeting of January 23, 2019.**

2. Postpone until the regular City Council Meeting of January 23, 2019 consideration of the London Cove Preliminary Subdivision. (18-662). (Community Services Director)

*** Item POSTPONED until the Regular City Council Meeting of January 23, 2019.**

VII. COUNCIL BUSINESS:

1. Confirm the Mayor's Reappointment of Mr. Thomas Cole to the Housing Authority of the City of Cocoa through December 31, 2022. (18-657). (Administrative Services Director)

*** MOTION by Councilmember Boisvert; Seconded by Councilmember Goins, to approve the Mayor's Reappointment of Mr. Thomas Cole to the Housing Authority of the City of Cocoa through December 31, 2022.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. CITY BUSINESS:

1. Approve a Budget Resolution amending the 2019 Budget and a Budget Transfer for the Purchase of an Unbudgeted Capital Item - One 2019 Nissan Frontier Crew Cab for the Community Services Department, Utilizing the Sourcewell

vehicle □□rchasing contract for□ all□ NJPA #2019-120716-NAF. (18-650). (P□□lic Works Director)

Mr. Wegerif ex□lained that this ite□ wo□ld a□□rove a re□lace□ent vehicle for one that □roke after the □□dget was a□□roved. This was an □n□□dgeted ite□.

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

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. A□□rove a Resol□tion A□ending the FY 2019 B□dget, Reclassif□ing Ca□ital Acco□nts which no longer □eet the Ca□ital Threshold into O□erating Acco□nts, to shore □□ Project B□dgets d□e to the P□rchase Order Roll-over and Under B□dgeted F□nds thro□gh the □se of Water/Sewer Utilities and General F□nd Contingenc□/Reserves. (18-656). (Finance Director)

Ms. Bow□an advised that this ite□ addresses an acco□nting re-classification, and re□inded Co□ncil that the□had □revio□sl□a□□roved a resol□tion defining the definition of a ca□ital asset. She ex□lained in f□rtherance other areas □eing addressed in this ite□ as well.

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

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. A□□rove a Resol□tion A□ending the FY2019 B□dget to Reallocate F□nds fro□ the Water and Sewer System Revenue Bonds “Series 2018B New Money Bonds” from a Reclassified R&M Project WS19BB to a New Capital Project WS19SS in the a□o□nt of □130,000. (18-666). (Utilities Director)

Mr. Walsh □rovided a □rief s□□ □ar□in regards to the ite□ and ex□lained that the □ond resol□tion incl□des a cla□se that allows the Cit□ to adj□st as needed. He □ointed o□t that this □roject ended □□ costing less than was antici□ated and it can □e covered with reven□es. Therefore, the□are changing the na□e of the □roject.

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

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

MULTI-YEAR CONTRACTS:

4. Staff Re□□ests Cit□ Co□ncil to: (1) A□□rove the design-□□ild ranking reco□ □ended □□ the Selection Co□ □ittee and a□thorize negotiations of a □ □lti-□ear, Design B□ild Contract. for the Dr. Joe Lee S□ith Co□ □ □nit□ Center with the to□-ranked Design-B□ild Tea□ of W&J Constr□ction Cor□oration, Tsark Architect□re, and Constr□ction Engineering Gro□□ □ased on res□onse to RFQ 19-07-COC□ (2) A□thorize the Cit□ Manager or his designee to negotiate a G□aranteed Maxi□ □□ Price (GMP) and constr□ction sched□le. A□thorize the Cit□ Manager to enter into a G□aranteed Maxi□ □□ Price Design-B□ild Contract with the Design- B□ild Tea□ of W&J Constr□ction Cor□oration, Tsark Architect□re, and Constr□ction Engineering Gro□□ in an a□o□nt not to exceed □3,295,839, for the M□lti-Year M□lti-Phase design and constr□ction of the Dr. Joe Lee S□ith Co□ □ □nit□ Center in Dia□ond S□□are. In addition, an a□o□nt of □150,000 will □e reserved for constr□ction contingenc□ ite□s over the negotiated GMP. The contingenc□ a□o□nt □a□□e increased if the final negotiated GMP is less than □3,295,839. A□thorize the Cit□ Manager to a□□rove change orders and additional service contracts □□ to the contingenc□ a□o□nt a□thorized □□ the Cit□ Co□ncil□ (3) A□□rove the attached Resol□tion □e□orializing that the Cit□ Manager has □een a□thorized to negotiate and enter into a Design-B□ild Contract with W & J Constr□ction Cor□oration (and their design tea□) and a□thorizing the Cit□ Manager to iss□e □□rchase and change orders and additional service contracts related to the □roject consistent with the ter□s and conditions set forth in the Resol□tion. (18-659). (P□□lic Works Director)

Mr. Wegerif advised that this ite□ was in reference to the new Joe Lee S□ith Center. He □ointed o□t that staff has □een □□s□ with the design □□ild and □entioned that it is a two □art □rocess. Vendors □rovided □resentations, and staff □et and ranked each one. He reiterated the re□□ested actions and □entioned that the □□ilding is designed at a□□roxi□atel□ 40□ co□ □letion. He showed Phase 1 of the □roject and advised the □□ilding is a□o□t 15,000 s□□are feet. He f□rther showed related site work and stated that this will get the□ started.

Ma□or Willia□s re□□ested that in the f□t□re that the na□es of those on the selection co□□ittee □e incl□ded so that Co□ncil can see how the□ ranked the different co□□anies.

Mr. Wegerif agreed to incl□de that infor□ation.

De□□t□ Ma□or Warner confir□ed that W & J also □□ilt the new fire stations. Mr. Wegerif res□onded in the affir□ative.

Ms. Bow□an clarified that Co□ncil wo□ld like the na□es and scores for all contract awards in the f□t□re. Ma□or Willia□s res□onded in the affir□ative.

Co□ncil□e□□er Goins □□estioned the contingenc□a□o□nt and clarified that no change orders wo□ld □e a□ove that a□o□nt. Mr. Wegerif ex□lained that c□rrentl□ the□are looking at how the□can increase the s□□are footage d□e to antici□ated changes so it is □ro□a□le that the□will □e □ack with a revised site □lan.

Cit□ Manager Titkanich ex□lained that the Co□nt□ is willing to relocate the Brevard Action Tea□ and so additional s□□are footage will □e needed. Ms. B□nt is working with the Co□nt□ to see what the□ are willing to do as far as □artici□ation.

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

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Co□ncil□e□□er Goins asked for an a□□roxi□ate co□□letion date. Mr. Wegerif stated it wo□ld □e a□□roxi□atel□ one □ear.

IX. INFORMATIONAL AGENDA:

1. Review the c□□ □lative □□rchase a□□rovals over □35,000 and □nder □50,000 for □eriod 10/01/2018 to 11/30/2018. (18-629). (Finance Director)

2. FY 2019 B□dget Adj□st□ent Re□ort. (18-641). (Finance Director)

3. Data showing the relation □etween the esti□ated and act□al inco□e and ex□enses to date. (18-652). (Finance Director)

X. REPORTS:

Mr. Wegerif advised that □illing started on Der□□ street and will □e □oving their wa□thro□gh the Village.

Ms. Bow□an □rovided an □□date on a FEMA Clai□ related to Hurricane's Ir□a and Matthew. She shared the a□o□nts to date that the Cit□ has inc□rred and □entioned that a□o□t 65□ of the clai□ has □een received for H□rricane Matthew. She noted that for H□rricane Ir□a, the cost was a□o□t □3.6 □illion, with a□o□t □2 □illion □eing rei□ □□rsa□le.

Chief Cantalo□□e thanked ever□one fro□ citizens to staff who hel□ed the Police De□art□ent with all of their events thro□gho□t the □onth of Dece□ □er.

Ms. B□nt re□inded all of the Ann□al Econo□ic Develo□□ent Breakfast □eing held this Frida□, Jan□ar□ 11, 2019 at the Cocoa Civic Center.

Cit□ Manager Titkanich advised that the Brevard Co□nt□ Delegation wo□ld □e holding their □eeting on T□esda□, Jan□ar□ 16, 2019 in Pal□ Ba□ Cit□ Co□ncil Chambers. He spoke about the City's priorities in details and explained the □ackgro□nd on so□e of the iss□es.

Additionall□, he s□oke a□o□t the Police Advisor□ Co□ □ittee and the resol□tion that was ado□ted in regards to it. He □entioned that □er the resol□tion, each Co□ncil□e□ □er wo□ld a□□oint□ent one □e□ □er and then there wo□ld □e a □e□ □er fro□ the PBA and a civic organization. He f□rther ex□lained that the□ are looking into so□e of the sti□□lations that were □entioned in the resol□tion to ens□re that the□ confor□ with FDLE and dis□atch re□□ire□ents. The dis□atch re□□ire□ent □a□□ose □ro□le□s.

It was noted that a□□ointed □e□ □ers do not have to reside in the district of the Co□ncil□e□ □er a□□ointing the□ □□t □ □st reside in the Cit□.

Cit□ Manager Titkanich ass□red Co□ncil that the Cit□ Clerk and Chief of Police wo□ld work o□t a □eeting date. He asked that all a□□lications for □e□ □ershi□ □e s□□□itted □□ the first □eeting of Fe□r□ar□. Additionall□, other ite□s s□ch as □oard orientations will □e coordinated □□all necessar□offices.

Ma□or Willia□s stressed that the □□r□ose of this co□ □ittee needed to □e □ade ver□clear.

The Cit□Clerk will send o□t the Resol□tion to all Co□ncil□e□ □ers.

He f□rther □entioned that so□e Co□ncil□e□ □ers have re□□ested to receive the Police De□art□ent dail□ re□orts. He asked that the□ let the Cit□ Clerk know exactl□what the□want, as so□e j□st want text re□orts, all news re□orts, etc.

Lastl□, he s□oke of the interest in relocating the Cit□ Co□ncil office fro□ the first floor to the third floor. He □rovided a □rief histor□noting that the office on the third floor was so infrequently used that it was moved to the Clerk's office. With the c□rrent need for □ore Finance office s□ace, the□, along with H□□an Reso□rces rearranged offices. He advised that the□ co□ld rearrange in order to □ake the necessar□acco□ □odations.

Ma□or Willia□s stated his □reference was for it to □e □ack in its sa□e location. He has s□ent ho□rs within the last few weeks in □eetings and feels that it is a □rivac□ □atter. He was here when the Cit□ Hall was □□ilt and stated that the original intent was for the office to □e in a sec□re location. He is aware that so□e □e□ □ers of Co□ncil want it downstairs and the□ are □ore than welco□e to □se that office. He likes having a sec□re area and having □rivac□.

Co□ncil□e□ □er Koss sent o□t a letter to all of her constit□ents anno□ncing office ho□rs on T□esda□s and Th□rsda□s. She feels that a□□ro□riate office s□ace is needed and has □□t 40-80 ho□rs □er week into this also. She wo□ld like □eo□le to know where the□can find her.

De□□t□ Ma□or Warner □entioned that she has □een on Co□ncil six □ears and has □sed the office one ti□e which was to □eet with an organization who was □nder □rivac□ constraints. Her feeling is that an□ti□e she □eets with so□eone she wants to ens□re trans□arenc□, so she □eets with the□ in □□□lic. Her jo□ is in the Cit□ and her jo□ here is to set □olic□. Her jo□ is not on the third floor, that is staff's area. She spoke in furtherance about an incident that happened years ago and staff felt inti□idated □□ Co□ncil, which □lti□atel□led the□ to do things that were illegal and ina□□ro□riate. She never wants a staff □e□ □er to feel that wa□and she is no□od□when she is not sitting in this seat at the dias.

She works for her constit□ents and her jo□ is to take their iss□es to the Cit□ Manager. She □ight ask a Director a □□estion, □□t it is not her □lace to □ake an e□ □lo□ee feel like the□ need to do so□ething for her. The Cit□ Manager has □een gracio□s and has let Co□ncil s□eak to Directors and staff □□t at an□ □oint

that can □e taken awa□. Man□ ti□es the inti□idation is not intended it j□st ha□□ens □eca□se the□are elected officials.

She personally chooses to meet in the City Clerk's office due to public records and to □eet in □□□lic □eca□se then the Cit□Clerk is not re□□ired to kee□a □□□lic record of that □eeting.

Co□ncil□e□□er Boisvert agreed with De□□t□Ma□or Warner and stated in the nine years of being on Council he typically meets in the Clerk's office. Staff has work to do and feels that the □□□lic has the right to know who or when □o□are □eeting with so□eone. He, along with for□er Co□ncil□e□□ers Blanco and Whi□□le re□□ested the office □e □oved.

Ma□or Willia□s disagrees with 80□ of what he j□st heard and that for eight □ears it has never □een an iss□e and has never inti□idated an□one. There are a lot of iss□es and concerns that he deals with and if he wants to □eet in □rivate, he sho□ld □e a□le to. He is not fearf□l of what □eo□le sa□or think. It is trans□arent and the□wo□ld walk down and □eet the □erson the□are □eeting with. A □ig deal is □eing □ade o□t of nothing. This is a si□□le re□□est, and this is new □ake□□ of Co□ncil. For□er □e□□ers Blanco and Whi□□le are no longer on co□ncil.

De□□t□Ma□or Warner stated the Cit□Manager was looking for a consens□s, she is a no and Co□ncil□e□□er Boisvert was no.

Co□ncil□e□□er Goins asked if the first floor office wo□ld still □e accessi□le. Ma□or Willia□s stated □es, as there are □□lti□le offices that can □e □sed. The□ work for the citizens.

Cit□Manager Titkanich advised that the for□er office location is □ro□le□atic with the wa□that the□rearranged. Their office will □e on the side where the Assistant Cit□Manager and Cit□Manager are located.

Ma□or Willia□s reiterated that there was never an iss□e with □revio□s ad□inistration.

CONSENUS:

Mayor Williams, Councilmember Goins, Councilmember Koss are for moving to third floor.

Deputy Mayor Warner and Councilmember Boisvert are not for it.

Ma□or Willia□s stated that he is sick of all that he has heard and is fr□strated. The□ need to get things done. Things going on are not acce□ta□le and the□ need to □e changed. There is a reason for ever□thing, and ti□e for change. He wants e□□alit□ and ever□one deserves the sa□e level of service. We have great staff, □olice, and fire service and have to show □eo□le that we care.

Cit□ Manager Titkanich addressed an iss□e that ca□e □□ □nder Delegations regarding the Dia□ond S□□are CRA and □ointed o□t that there are no ter□ li□its of memberships on City boards and they are included in the City's audit.

Co□ncil□e□□er Goins asked if an□□oard had ter□ li□its. Ma□or Willia□s noted these are vol□nteers and he does not want to see ter□ li□its on those who vol□nteer their ti□e.

Co□ncil□e□□er Goins s□oke a□o□t a □roject revitalizing the Dia□ond S□□are area headed □□ Victoria Mitchner. Ma□or Willia□s and Co□ncil□e□□er Koss are also hel□ing o□t. The□ are going to □ove aro□nd the Cit□ to hel□ revitalize the co□□□nit□. There was a□o□t □5,000 worth of trees donated to □ea□tif□the area.

Linda Sills with Brevard Extension Services □et with hi□ and wo□ld like to assist with □ore □lants and to teach the□ how to □ro□erl□□lant. He noticed that □an□ of the neigh□ors and citizens started to clean □□ their □ards, □aint their ho□ses, etc. □eca□se the□saw the□ □ea□tif□ing the area.

Co□ncil□e□□er Goins also s□oke a□o□t the Cocoa Village Neigh□orhood Coalition, along with Nanc□ Elliott, PAL, and others who hel□ed to □aint the □lanters in M□rt Thar□e S□□are. He is tr□ing to □ring those fro□ the other side of US 1 to the Village.

Lastl□, he s□oke of several iss□es this week regarding so□e of the shootings in the area. He ass□red his constit□ents that he has s□oken with the Chief and the□ have a few ideas. This is his district and so□ething needs to □e done. He wants ever□one to □nderstand that this is a new □ear and the□ are tr□ing to □ove the Cit□ forward. He will listen and is there for his co□□□nit□.

Co□ncil□e□□er Boisvert agreed that the□ are all here to work together and the□ are going to □ove the Cit□ forward. He feels a three wa□ sto□ sign co□ld □e □□t in on Michigan Aven□e and it wo□ld hel□o□t a lot.

Co□ncil□e□□er Koss stated there were good res□lts fro□ the Ho□eless Coalition and the □eals will □e held at the old D□rango Steakho□se □ro□ert□fro□ now on. The□ will also □e offering office s□ace to Miria□ Moore. The□ have decided not to do the ad hoc co□□ittee as □revio□sl□disc□ssed. There are a lot of efforts in regards to the ho□eless sit□ation.

She s□oke of her attendance at the Jerr□Sellers Water Plant's Christmas dinner and was told she was the onl□ Co□ncil□e□□er to ever attend the dinner. She does not feel that those e□□lo□ees get a lot of recognition.

Co□ncil□e□□er Koss also □entioned her attendance at the S□ace Coast Realtors Association □eeting and Senator To□ Wright was in attendance. He did not realize that Cocoa was the water s□□□lier for this region.

She advised of her attendance at the IRL Oversight Co□□ittee □eeting and the□ met on projects for 2019/2010. Abby Diaz, the City's Assistant Engineer will be attending those □eetings as well, which is good □eca□se the□ are ver□ infor□ative.

Co□ncil□e□□er Koss, along with Ma□or Willia□s attended the CBD Store ri□□on c□tting.

In closing, she advised that she took a few da□ tri□s over the holida□s and went to Fort Pierce and Bradenton. She stated so□e of the feat□res the□ have on their water front. Fort Pierce has reall□ good signage and she wo□ld like Cocoa to □e as noticed as the□ are. The□ also have a lot of great landsca□ing and walkwa□s.

De□□t□Ma□or Warner tho□ght that Co□ncil□e□□er Goin's idea to bridge the gap □etween the Village and the other side of Cocoa was great. She knows that there are so□e that feel the□ are not welco□e and all sho□ld feel welco□e in downtown.

She □ointed o□t that for□er officer Do□g Monda has for□ed an organization called S□rvive First, which works to hel□ □revent s□icide a□ong first res□onders. He hosted his first event which was a 5K in the Village and had a tre□endo□s t□rno□t. It is nice to know that □o□ can de□end on the □□sinesses downtown to s□□□ort efforts also. It will □e on Jan□ar□4th next □ear.

She congrat□lated Assistant Cit□Manager F□hrer on the □irth of their □a□□.

Lastl□, she agreed with Co□ncil□ e□ □er Boisvert and stated that the onl□ chance the□ have legall□ as a co□ncil to s□eak with each other is at these □eetings. There will alwa□s □e difference of o□inions. She, like the Ma□or, has sat on Co□ncil □efore and when the□ walk o□t the door their iss□es are all over and done with. She s□oke of her ti□ e with for□er Ma□or J□d□ Parrish and once the □eeting was over, the□ all □nderstood the□ were there for the sa□e reason. She does not agree with the office □□t it is a consens□s for it to □e □oved. She did not like □eing called whine□.

Ma□or Willia□s a□ologized for an□thing that he □ight have said. He is ver□ □assionate a□o□t the Cit□. He told the Chief that he felt like the Police De□art□ ent was □eing □icked on □□t he has great officers and does not want the Chief to feel as tho□gh he is doing wrong. He knows as a co□ □ □nit□ we can do □etter. He has □ersonall□ warned so□ e □□sinesses to clean □□ as he is sick of the Cit□ □eing □sed as a d□□ □ing gro□nd.

Additionall□, there sho□ld □e □eo□le in the Village at all ti□ es, not j□st seasonal, and the□ sho□ld go to the stores not j□st resta□rants.

In closing, he s□oke a□o□t the Swearing In Cere□ on□ of the new Booking Officer at the Police De□art□ ent and recognized all e□ □lo□ees as the□ are all i□ □ortant.

He thanked all for co□ ing o□t to the □eeting.

XI. ADJOURNMENT.

*** MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to adjourn the Regular meeting of January 9, 2019.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:20 p.m.

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

Carie E. Shealy, MMC, City Clerk

EXHIBIT B: Handout provided by D. Waters

9 January 2019
Cocoa City Hall
65 Stone Street
Cocoa, FL 32922

I, Demetrius D. Waters is coming before the City Council as a private citizen under delegation. My address is 911 School Street, Cocoa, FL 32922. As a taxpayer and a veteran, I come under delegation to address:

1. Diamond Square CRA dated 1998 to present date.

2. Diamond Square board membership in their relations to the City of Cocoa Ordinances No. 13-983 in request for the enforcement of mandated term limits and remove board members and retain City Councilman.

3. Independent citizen audit of the Diamond Square Redevelopment Agency. Separate audit of the Diamond Square Area District 1, City of Cocoa request.

Requests

1. Conduct financial audits of the accounts and records of Diamond Square Redevelopment Agency.
2. Conduct operational and performance audits of public programs.
3. Adopt rules in consultation with the accountancy for audits performed by independent certified public accounts of the:
    a. Florida Auditor General §11.42 (Attached) and §11.47 (Attached) Florida Statutes set forth general authority and duties independently, accordance professional standard of the General Auditor
    b. Governmental Entities
    c. Certain non-profit and for-profit organizations.
4. Conduct reviews of audit reports of Diamond Square Redevelopment Agency entities certain non-profit and for-profit organizations
5. Conduct examinations of Diamond Square Redevelopment Agency other entity records to evaluate compliance with Florida Civil Rights Act of 1992 (Attached)
    a. George vs Ray Griffins, Feb. 29, 1996, No. 94.3453
    b. Consent Decree Oct. 31, 2008. Beatrice Houston-v-City of Cocoa, Case No. 689-CR-00082
    c. Redevelopment Act 1969, City of Cocoa Ordinance No 13-98 CRA (Attached) Pursuant to §472.027 Florida Administrative Code (Attached)
6. Conducts quality assessment reviews of the internal audits performed by State Agency Offices of Inspectors General of Diamond Square Redevelopment Agency (Officer)
7. The creating of a citizen Finance Audit Committee to assist the City Councilman in fulfilling its oversight responsibilities Cocoa Ordinance No. 13-98 City Cocoa/Comm Development Act 1969 (Attached)
8. The Mayor to assign a Citizen oversight committee to assist the City Councilman in reviewing government actions. Actions that may be deemed as government misconduct. The members of the group will be citizen residents of District 1 and they will work aggressively with the City Councilman in compiling and developing solutions to improve government accountability, responsibility and transparency.

TITLE XLIV

CIVIL RIGHTS

CHAPTER 760

DISCRIMINATION IN THE TREATMENT OF PERSONS; MINORITY REPRESENTATION

PART I

FLORIDA CIVIL RIGHTS ACT

(ss. 760.01-760.11)

PART II

FAIR HOUSING ACT

(ss. 760.20-760.37)

PART III

MISCELLANEOUS PROVISIONS

(ss. 760.40-760.60)

PART IV

MINORITY REPRESENTATION IN CERTAIN BODIES

(s. 760.80)

PART V

ENVIRONMENTAL EQUITY AND JUSTICE

(s. 760.854)

PART I

FLORIDA CIVIL RIGHTS ACT

760.01 Purposes; construction; title.
760.02 Definitions.
760.021 Enforcement.
760.03 Commission on Human Relations; staff.
760.04 Commission on Human Relations, assigned to Department of Management Services.
760.05 Functions of the commission.
760.06 Powers of the commission.
760.065 Florida Civil Rights Hall of Fame.
760.07 Remedies for unlawful discrimination.
760.08 Discrimination in places of public accommodation.
760.10 Unlawful employment practices.
760.11 Administrative and civil remedies; construction.

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GEORGE v. Ray Griffin, Member of the Cocoa City Council; Fred Galey, Brevard County Supervisor of Elections, Defendants.

GEORGE v. Ray Griffin, Member of the Cocoa City Council; Fred Galey, Brevard County Supervisor of Elections, Defendants.

Print Font size: A A Reset

United States Court of Appeals,Eleventh Circuit.

Mary GEORGE; Charles L. Stovall; Martha Ray Bethel; W.O. Wells, Reverend; Joann Stovall; Barbara Jenkins; Sylvester Weaver, Plaintiffs-Appellants, v. CITY OF COCOA, FLORIDA: Cocoa City Council; Lester Campbell, Mayor-Councilmember of the City of Cocoa; Ray Debord, John Lee Blubach, Dave Salisbury, members of the Cocoa City Council, et al., Defendants-Appellees, Ray Griffin, Member of the Cocoa City Council; Fred Galey, Brevard County Supervisor of Elections, Defendants.

No. 94-3453.

Decided: February 29, 1996

Before ANDERSON and BLACK, Circuit Judges, and HENDERSON, Senior Circuit Judge. Cristina Correia,Florida Rural Legal Services, Inc., Tallahassee, FL and Jacqueline A. Berrien, NAACP Legal Defense and Educational Fund, Inc., New York City, for appellants. Bradly Roger Bettin, Amari, Theriac & Eisenmenger, P.A., Cocoa, FL, for appellees. George N. Meros, Jr. and Mary W. Chaisson, Rumberger, Kirk & Caldwell, P.A., Tallahassee, FL, for all amicús.

This case comes to us on appeal from the district court's order denying the parties' joint motion to approve a consent decree and enter judgment. We have jurisdiction and for the reasons set forth in this opinion, we reverse and remand for further proceedings not inconsistent with this opinion.

Factual and Procedural Background

On April 12, 1993, appellants filed a complaint in the United States District Court for the Middle District of Florida; they alleged that the at-large method of electing city council members in Cocoa dilutes minority voting strength in violation of section 2 of the Voting Rights Act of 1965.[1] In July 1993, the Cocoa City Council appointed Rudolph Stone, one of the African-American plaintiffs in the voting rights litigation, to fill a vacant council seat. Immediately upon his appointment, Stone withdrew as a plaintiff and was named a defendant. In November 1993, Stone was elected under the at-large system to keep his council seat for another three-year term.

Settlement negotiations in the voting rights litigation ultimately led to an agreement. The Cocoa City Council voted to replace the system of at-large elections for all five of its members with a system under which four members would be elected from single member districts and the fifth council member, who also serves as the mayor, would continue to be elected at-large. African-American voters would constitute a majority of the voters in one of the proposed single member districts. Three members of the city council, including Stone, voted in favor of the proposed consent decree; the remaining two members voted against it.

On July 28, 1994, the parties to the voting rights litigation filed a joint motion in the district court to enter the consent decree. Four Cocoa voters, appearing as amici curiae in opposition to the proposed consent decree, suggested to the district court that Stone should have abstained from the city council's decision whether to adopt the redistricting plan. The district court ordered a hearing on the consent decree, and instructed the parties and amici to limit their arguments to the issue of Stone's participation in the city council's consideration of the redistricting plan. Following this hearing, the district court concluded that Stone's participation in the vote constituted a conflict of interest under Florida's ethics statutes, and that Stone's vote could not be counted. In its October 25, 1994, order, the court explained:

In this case, Mr. Stone was in a unique position to gain from the redistricting decision made by the Cocoa City Council. Mr. Stone had originally filed this suit as a plaintiff seeking to increase the voting power of Cocoa's black community. Though Mr. Stone had been dropped as a plaintiff and had been elected along with the other council members through the at-large process, as an African-American candidate he stood to gain inordinately from the vote. The consent decree's solution to the problem of increasing black voting power would create a district where the black majority was expected to elect a black representative, and Mr. Stone would be a resident of that district. In short, by voting on this decree, Mr. Stone facilitated his own chances for reelection and involved himself in a situation fraught with the potential for conflicting interests.

R2-40-6-7. With the disqualification of Stone's tie-breaking vote, the remaining city council members were deadlocked (two-two) on the redistricting plan. The district court thus held that the consent decree was void and refused to enter judgment.

Discussion

The issue is whether the district court misapplied Florida law in disqualifying Stone's vote on the redistricting plan.[2] Neither party argues in support of the district court's decision; both parties agree that Stone's vote should not have been disqualified. We also conclude that the district court erred.

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File #:	19-43	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	1/30/2019			**In control:**	City Council
On agenda:	2/13/2019			**Final action:**	
Title:	Presentation by Miriam Moore of the Homeless Coalition. (Councilmember Koss)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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Legislation Details (With Text)

File #:	19-45	**Version:**	2	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	1/30/2019			**In control:**	City Council
On agenda:	2/13/2019			**Final action:**	
Title:	Proclamation: Proclaiming the month of February 2019 as Black History Month. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2019 Black History Month Proclamation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 30, 2019
Agenda Date: February 13, 2019
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Proclamation: Proclaiming the month of February 2019 as Black History Month. (City Manager)

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A

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PROCLAMATION

WHEREAS, *during Black History Month, we celebrate the many achievements and contributions made by African-Americans to our economic, cultural, spiritual, and political development; and*

WHEREAS, *established by American historian Carter G. Woodson, the original celebration of Black History Week was observed on February 12, 1926. In 1976, as part of the nation's bicentennial, the week was expanded to a month; and*

WHEREAS, *the theme for Florida's 2019 Black History Month is "Black Migrations" which emphasizes the movement of people of African descent to new destinations and subsequently to new social realities.*

WHEREAS, *black history is rich in centuries old efforts of resistance to the crisis with social movement, unrelenting court battles, and the freedom schools of the 1960s. Local mentoring and community based academic and mentorship programs inspire love of learning and thirst for achievement; and*

WHEREAS, *Our country's and state's black leaders and Cocoa's own esteemed African American citizens of past and present continue to forage through these times, building our nation and improving our city making it a better place for all to live and thrive; and*

WHEREAS, *It is also important to remember those civil rights pioneers like Dr. Martin Luther King, Jr. and Rosa Parks, who broke down racial barriers and inspired our nation, as well as the Reverend C.K. Steele of Tallahassee, Harry and Harriette Moore of Brevard County, Reverend H.K. Matthews of Pensacola, and other leaders who worked to promote justice and equal rights for all Americans regardless of race; and*

WHEREAS, *as we celebrate Black History Month, we recognize the many contributions of African-Americans to our country and recommit to being a nation of opportunity and hope for every citizen.*

NOW, THEREFORE, *I, Mayor Jake Williams, Jr., on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim the month of February 2019 as:*

"Black History Month"

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 13th day of February, 2019.

_____

Mayor

ATTEST:

_____

City Clerk

Legislation Details (With Text)

File #:	19-51	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	2/1/2019			**In control:**	City Council
On agenda:	2/13/2019			**Final action:**	
Title:	Proclamation: Recognition of Ms. Bettye Ann Rackston. (Councilman Goins)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Bettye Ann Rackston.pdf				

Date	Ver.	Action By	Action	Result

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CITY OF COCOA FLORIDA

PROCLAMATION

WHEREAS, *Ms. Bettye Ann Rackston, a longtime resident of Cocoa, graduated from Monroe High School, attended Florida A&M, graduated from Brevard Community College and received her Bachelor's Degree from Rollins College; and*

WHEREAS, *Ms. Rackston participated in the nightly "Freedom for Equality Dr. Martin Luther King, Jr. March" in 1967; and*

WHEREAS, *she attended The Cocoa Beach School of Business and Technology and passed the State Employment Office's typing and shorthand test with high scores; and*

WHEREAS, *she was hired on at the City of Cocoa Police Department as the first African-American Executive Secretary on November 18, 1967; and*

WHEREAS, *her position with the City of Cocoa opened the door for other clerical positions being fulfilled by African-Americans at the City of Cocoa Utility Department; and*

WHEREAS, *Ms. Rackston was part of the Honorary Society of Economics and was declared Teacher of the Year at Ronald McNair Magnet School; and*

WHEREAS, *she is recognized for being an outstanding citizen, a community activist and a much loved mother and grandmother.*

NOW, THEREFORE, *I, Mayor Jake Williams, Jr., on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim recognition of Ms. Bettye Ann Rackston for the leadership and perseverance she has portrayed in the community.*

CORPORATE SEAL FLORIDA

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 13th day of February, 2019.

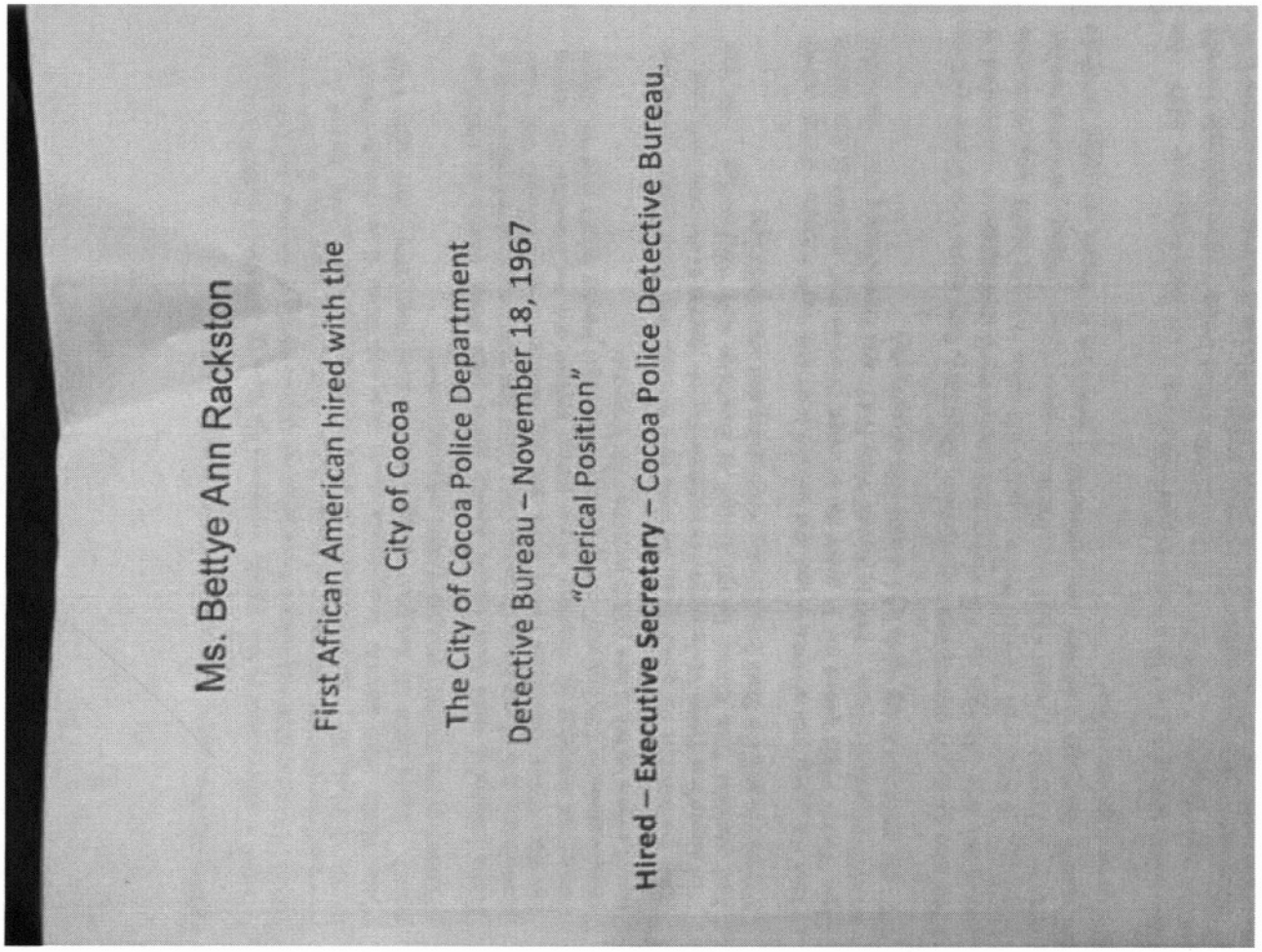
Mayor

ATTEST:

City Clerk

Carie Shealy

From: James Goins
Sent: Thursday, January 31, 2019 10:14 AM
To: Carie Shealy
Subject: Betty Ann Rackston



Sent from my

iPhone

Bettye Ann Rackston – Cocoa Police Dept. Detective Bureau

In 1967, I participated in the nightly "Freedom for Equality Dr. Martin Luther King, Jr March" that were held in the state throughout the United Stated of America we marched for equal opportunities, we marched for our rights. It all started under the leadership of Dr. W. O. Wells, Sr., Pastor of Greater St. Paul Missionary Baptist Church, Cocoa, FL. Pastor Wells along with Mr. Rudy Stone would meet with those of us who desired to march. Every night we marched to the tune "we shall overcome," "ain't gonna let nobody turn me around," and many other negro spirituals.

Some marchers went East Cocoa Beach, some went West Cocoa to Fat Boys Restaurant, and others North Cocoa to Dixie Diner and surrounding restaurants such a the Hour Glass, Campbells Drugs Store, etc...we marched to walk through the "Front Doors" we marched for "Equality" in our school system and we marched for "Equal Opportunities in Employment" during sessions(meetings) Pastor Wells and Mr. Stone would advice us not to take part in violence – No Violence!

After the marches for equal rights, we were able to enter the "front doors" and more. The Mayor and Pastor Wells agreed to integrate the job market in the City of Cocoa. I had attended "The Cocoa Beach School of Business and Technology" and was prepared to take the State Employment office typing and shorthand test.

I took the typing and shorthand test and passed both with high scores. Some weeks later, Pastor Wells asked me to apply for an open position that posted at the Florida State Employment Office. I said to myself "Why Not?" and immediately said Yes! (after all, I did march for equal rights and to have this opportunity)

I met with Chief Art Corlew and Pat Parham, Secretary, they were impressed with my application, and although my Secretarial test scores were impressive, I was asked to take a test, a letter was dictated to me, I wrote the letter in short hand, then transcribe the letter in English. I typed it and Mrs. Parkham read it Chief Corlew, I was not familiar with police language – signals, etc...However, I was able to follow sentence structure and typed a perfect letter!

I was hired with the City of Cocoa Police Department on November 18, 1967. My position was "Executive Secretary" City of Cocoa Police Department Detective Bureau. My immediate Supervisors were: Lt. Leonard Pickel, Lt. Gene Powers, Detective Larry Cline, Detective John Caldwell and other Detective's.

My duties consisted of receiving and returning telephone calls, scheduling appointments, documentation filing, and the biggest duty was dictating criminal investigation dictation which was very important and confidentiality was a plus.

Everything had to be perfect due to it was presented in court according to the charger being presented against the person being charged from "misdemeanors to murders."

Pastor Wells visited Chief Corlew a couple of times, once alone and once with Mr. Stone. These visits came about because of a few wrong doings in the office centered around my job duties being performed in an office elsewhere. Once Chief Corlew was visited about this everything ran "beautifully" the balance of my employment with the City of Cocoa Police Department and being the First African American filling a clerical position with The City of Cocoa had actually opened the door for other clerical positions being fulfilled by African Americans at the City of Cocoa Utility Department.

Now, worthy of note, African American police officers were employed and working in the Cocoa Police Department prior to my hired date in a "clerical position" as a Executive Secretary. I wore my police uniform proudly and was proud to have the opportunity to be an employee with our fair City, Cocoa, Florida with the Police Department Detective Bureau.

Humbly submitted concerning the work and being the 1st African American to be employed by the City of Cocoa in the position hired.

Mayor Williams and Councilman Goins, It give me great honor to share this information with you concerning my Mother, Bettye Ann Rackston a long time resident in Cocoa, graduate from Monroe High School and Queen of Monroe High School, attended Florida A&M, Brevard Community College (graduate) and BS Degree from Rollins College and in the honorary society of Economics and Teacher of the Year (Ronald McNair Magnet School)

2 Daughters, Phyllis Thomas- Stallworth and Sylvia Thomas, Son-in-law, 4 Grandchildren and 6 Great-Grandchildren. She is the apple and joy of her family. The Queen of our hearts and always instilling in us – Winners never quit, and quitters never win! To make a positive difference in the road we travel.

We honor her and thank God, our Lord and Savior for this day – Celebrating one of Cocoa's finest citizens and community activist, a Mother and Grandmother – Ms. Bettye Anny Rackston, daughter of Riley and Beatrice Rackston.

Legislation Details (With Text)

File #:	19-52	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	2/1/2019			**In control:**	City Council
On agenda:	2/13/2019			**Final action:**	
Title:	Emma Jewel Step Team Performance. (Councilman Goins)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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Legislation Details (With Text)

File #:	18-534	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	10/26/2018			**In control:**	City Council
On agenda:	2/13/2019			**Final action:**	
Title:	To Approve Participation in a Cooperative Purchase Agreement for the Purchase of a 4 X 4 Loader Backhoe with Canopy Utilizing Florida Sheriffs Association Contract #FSA18-VEH16.0 Specification #28 Through Trekker Group in Orlando, Florida, for the Dyal Water Treatment Plant				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FSA Cooperative Agreement Trekker Group Quote				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 26, 2018
Agenda Date: February 13, 2019
Prepared By: Shawn Weston, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Participation in a Cooperative Purchase Agreement for the Purchase of a 4 X 4 Loader Backhoe with Canopy Utilizing Florida Sheriffs Association Contract #FSA18-VEH16.0 Specification #28 Through Trekker Group in Orlando, Florida, for the Dyal Water Treatment Plant

BACKGROUND:

The Dyal Water Treatment Plant is requesting to replace an older Backhoe with a new 2018 Case 580 SN 4 X 4 Loader Backhoe with a Canopy. This is a direct replacement of a piece of necessary equipment that has outlived its useful life. The previous backhoe was used and came from a different department within the City of Cocoa. It has since been sent to auction.

The purchase of this valuable equipment will enable Dyal WTP staff to provide an increased level of productivity during excavation activities related to Repair and Maintenance operations. The proper use of this backhoe will result in decreased physical fatigue of team members, decreased repair times and will increase safety. The usefulness of the backhoe will prove to be instrumental as well as multifunctional.

The Dyal Plant staff is requesting the approval of this capital purchase through the use of the Florida Sheriff's Association Contract No. FSA18-VEH16.0 and to authorize the budgeted expenditure for this equipment not to exceed $93,000.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$93,000
Account Number	421-4020-536.64-00
Account Name	Machinery & Equipment

CIP CP-WS-19-BH

Source of Funds: Operating Revenue

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve Participation in a Cooperative Purchase Agreement for the Purchase of a 4 X 4 Loader Backhoe with Canopy Utilizing Florida Sheriffs Association Contract #FSA18-VEH16.0 Specification #28 through Trekker Group in Orlando, Florida, for the Dyal Water Treatment Plant.

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
4X4 LOADER BACKHOE WITH CANOPY (STANDARD STICK) (Specification #28)			
Trekker Tractor	2019 Case 580 SN	Western	$76,429.00
	2019 Case 580 SN	Western	-- NB --
Trekker Tractor	2019 Case 580 SN	Northern	$72,790.00
	2019 Case 580 SN	Northern	-- NB --
Trekker Tractor	2019 Case 580 SN	Central	$72,790.00
	2019 Case 580 SN	Central	-- NB --
Trekker Tractor	2019 Case 580 SN	Southern	$72,790.00
	2019 Case 580 SN	Southern	-- NB --
Ring Power Corporation	2019 Caterpillar 416	★Western	$69,703.00
	2019 Caterpillar 416	Western	-- NB --
Ring Power Corporation	2019 Caterpillar 416	★Northern	$69,703.00
	2019 Caterpillar 416	Northern	-- NB --
Ring Power Corporation	2019 Caterpillar 416	★Central	$69,703.00
	2019 Caterpillar 416	Central	-- NB --
Kelly Tractor Co	2019 Caterpillar 416	★Southern	$69,973.00
	2019 Caterpillar 416	Southern	-- NB --
Dobbs Equipment LLC	2019 John Deere 310SL	Western	$71,865.00
	2019 John Deere 310SL	Western	-- NB --
Dobbs Equipment LLC	2019 John Deere 310SL	Northern	$71,865.00
	2019 John Deere 310SL	Northern	-- NB --
Dobbs Equipment LLC	2019 John Deere 310SL	Central	$70,725.00
	2019 John Deere 310SL	Central	-- NB --
Dobbs Equipment LLC	2019 John Deere 310SL	Southern	$70,725.00
	2019 John Deere 310SL	Southern	-- NB --

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

4X4 LOADER BACKHOE WITH CANOPY (STANDARD STICK) SPECIFICATION #28

2019 Case 580 SN

The Case 580 SN purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$76,429.00	$72,790.00	$72,790.00	$72,790.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	580 SN			
DEALER:	Trekker Tractor	Trekker Tractor	Trekker Tractor	Trekker Tractor
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$76,429.00	$72,790.00	$72,790.00	$72,790.00

Order Code	Delete Options	All Zones
570N EP 2WD [1]	Optional equipment - specify *DOWNGRADE TO 570N EP 2WD T4 FINAL* [1]	($23,195.00)[1]
570N EP 4WD [1]	Optional equipment - specify *DOWNGRADE TO 570N EP 4WD T4 FINAL* [1]	($14,575.00)[1]
580NEP 2 WD [1]	Optional equipment - specify *DOWNGRADE TO 580N EP 2WD T4 FINAL* [1]	($11,698.00)[1]
580NEP 4WD [1]	Optional equipment - specify *DOWNGRADE TO 580N EP 4WD T4 FINAL* [1]	($4,494.00)[1]
580N 2 WD [1]	Optional equipment - specify *DOWNGRADE TO 580N 2WD T4 FINAL* [1]	($8,192.00)[1]
580N 4X4 WD [1]	Optional equipment - specify *DOWNGRADE TO 580N 4WD T4 FINAL* [1]	($429.00)[1]
580SN 2 WD [1]	Optional equipment - specify *DOWNGRADE TO 580SN 2WD T4 FINAL* [1]	($7,272.00)[1]
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
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	Optional equipment - specify	NA
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	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA

Order Code	Add Options	All Zones
580SN WT 4 WD [1]	Optional equipment - specify *UPGRADE TO 580SN WT 4WD T4 FINAL* [1]	$7,026.00[1]
590SN 2 WD [1]	Optional equipment - specify *UPGRADE TO 590SN 2WD T4 FINAL* [1]	$3,601.00[1]

VEHICLE:	580 SN			
DEALER:	Trekker Tractor	Trekker Tractor	Trekker Tractor	Trekker Tractor
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$76,429.00	$72,790.00	$72,790.00	$72,790.00

590SN 4WD T4 [1]	Optional equipment - specify *UPGRADE TO 590SN 4WD T4 FINAL* [1]	$13,491.00[1]
Extendahoe [1]	Optional equipment - specify *UPGRADE EXTENDAHOE FOR MODELS 580N EP THROUGH 590SN* [1]	$4,500.00[1]
Pilot CN- EP [1]	Optional equipment - specify *UPGRADE PILOT CONTROL FOR 580N EP & 580N* [1]	$1,650.00[1]
Pilot C- SN [1]	Optional equipment - specify *UPGRADE PILOT CONTROL FOR 580SN W/POWER LIFT* [1]	$2,100.00[1]
Pilot C SN-WT 590 [1]	Optional equipment - specify *UPGRADE Pilot Control for 580SN WT / 590SN (Includes Power Lift)* [1]	$1,650.00[1]
Ride Control [1]	Optional equipment - specify *UPGRADE Ride Control 570 through 590SN* [1]	$950.00[1]
Universal Mechanical - Quick Coupler [1]	Optional equipment - specify *UPGRADE Universal Mechanical Quick Coupler that works with other manufacturer's Back hoe Buckets.* [1]	$775.00[1]
LARGE FRONT WHEELS [1]	Optional equipment - specify *340/80 R18 Michelin Michelin Radial Tires Models 580N & 580SN also includes a Heavy Duty Front Axle* [1]	$1,500.00[1]
% off Case MSRP [1]	Optional equipment - specify *25% discount off Case MSRP on 570N - 580N models, on all factory Installed options. 30% discount off Case MSRP on 580SN - 590SN models, on all factory Installed options. This applies to Case Factory Installed non-stated options for these models.* [1]	NA[1]
Attachments Discount [1]	Optional equipment - specify *15% discount off Case MSRP on Dealer Installed Attachments and work tools. 10% discount off from other Manufactures MSRP on Dealer installed Attachments and Work Tools* [1]	NA[1]
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Temporary tag	NA
	Transfer existing registration (must provide tag number)	NA
	New state tag (specify state, county, city, sheriff, etc.)	NA
Maint Plan [1]	Maintenance Plan - specify *Call dealer for quote* [1]	NA[1]
	Maintenance Plan - specify	NA

VEHICLE:	580 SN			
DEALER:	Trekker Tractor	Trekker Tractor	Trekker Tractor	Trekker Tractor
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$76,429.00	$72,790.00	$72,790.00	$72,790.00

STD WARR [1]	Extended Warrant Plan – specify *FULL MACHINE 12 MONTHS / UNLIMITED HOURS* *CASE ENGINE, TORQUE CONVERTER, TRANSMISION, DRIVE SHAFTS & DRIVE AXLES 24 MONTHS / 2000 HOURS* [1]	Std[1]
EXTENDED [1]	Extended Warrant Plan – specify *CALL FOR QUOTE* [1]	NA[1]

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

4X4 LOADER BACKHOE WITH CANOPY (STANDARD STICK)
SPECIFICATION #28

2019 Case 580 SN

(Alternate Dealer Option)

The Case 580 SN purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	-- No bid --	-- No bid --	-- No bid --	-- No bid --

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	580 SN (ALTERNATE DEALERS)			
DEALER:				
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	-- No bid --	-- No bid --	-- No bid --	-- No bid --

Order Code	Delete Options	All Zones
	Optional equipment - specify	
	Optional equipment - specify	
	Optional equipment - specify	
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	Optional equipment - specify	

Order Code	Add Options	All Zones
	Optional equipment - specify	
	Optional equipment - specify	
	Optional equipment - specify	
	Optional equipment - specify	
	Optional equipment - specify	
	Optional equipment - specify	
	Optional equipment - specify	
	Optional equipment - specify	
	Optional equipment - specify	

VEHICLE:	580 SN (ALTERNATE DEALERS)			
DEALER:				
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	-- No bid --	-- No bid --	-- No bid --	-- No bid --

Optional equipment - specify	
Optional equipment - specify	
Optional equipment - specify	
Optional equipment - specify	
Optional equipment - specify	
Optional equipment - specify	
Optional equipment - specify	
Optional equipment - specify	
Optional equipment - specify	
Optional equipment - specify	
Optional equipment - specify	
Temporary tag	
Transfer existing registration (must provide tag number)	
New state tag (specify state, county, city, sheriff, etc.)	
Maintenance Plan - specify	
Maintenance Plan - specify	
Extended Warrant Plan – specify	
Extended Warrant Plan – specify	

TREKKER GROUP

MOVING CONSTRUCTION FORWARD

MIAMI
12601 W. OKEECHOBEE ROAD
MIAMI, FL. 33018
PHONE: 305-821-2273
FAX: 305-821-8822

FORT MYERS
5701 COUNTRY LAKES DRIVE, UNIT #7
FT. MYERS, FL 33905
PHONE: 239-690-0661
FAX: 239-660-0663

ORLANDO
9481 BOGGY CREEK RD
ORLANDO, FL. 32824
PHONE: 407-888-0024
FAX: 407-888-3166

TAMPA
1504 TAMPA EAST BLVD
TAMPA, FL 33619
PHONE: 813-341-4646
FAX: 813-341-4647

WEST PALM BEACH
1150 BARNETT DRIVE
LAKE WORTH, FL 33461
PHONE: 561-296-9710
FAX: 561-296-9712

Jacksonville
9235 Busch Dr N
Jacksonville, FL 32218
PHONE 904-516-5380
FAX 904-516-5388

ATTN:	Tim Dyar
ORGANIZATION:	City of Cocoa
DEPARTMENT:	Water Treatment Plant
ADDRESS:	351 Shearer Blvd
CITY, STATE, ZIP	Cocoa, FL 32922
PHONE:	321-635-7774
FAX:	321-698-1707
EMAIL:	Tdyar@cocoafl.org
Contract#	FSA18-VEH16.0 SPECIFICATION # 28

4X4 LOADER BACKHOE WITH CANOPY (STANDARD STICK) (Specification #28)		**Contract price**	**PAGE #**
Base Unit	2018 Case 580 SN	$ 72,790.00	1
Upgrade			
	Stated Contract Options According to Base Build on Spec		
4WD Power Shuttle		INCLUDED	
12x16.5, 10PR lug tread		INCLUDED	
17.5LX24, 10PR STD		INCLUDED	
Standard Backhoe (STD)		INCLUDED	
24" Universal Bucket		INCLUDED	
Cleated Dirt Pads		INCLUDED	
Canopy, ROPS		INCLUDED	
Mech Susp, Vinyl, w/		INCLUDED	
4WD Drive Shaft Guard		INCLUDED	
Mech Susp, Vinyl Seat, w/ armrest		INCLUDED	
4WD Drive Shaft Guard		INCLUDED	
Battery Disconnect/Jump		INCLUDED	
Engine ECO Mode		INCLUDED	
Auto Protection Shutdown		INCLUDED	
Standard Lights		INCLUDED	
CASE SiteWatch Telematics		INCLUDED	
3yr Advanced Telematics subscription		INCLUDED	
		INCLUDED	
PAGE 1 OF	TOTAL INVESTMENT	$ 72,790.00	

FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASING PROGRAM

2017-2018 FSA AWARDED CONTRACT

flsheriffs.org | 850-877-2165
cpp@flsheriffs.org

THANK YOU FOR THE OPPRORTUNITY
TO EARN YOUR BUSINESS!

RANDY SHEARIN
CELL 813-525-0795

Randy.Shearin@TrekkerGroup.com

		TOTAL FROM PAGE 1	$	72,790.00
STATED CONTRACTED OPTIONS			**AMOUNT**	**PAGE #**
Extendahoe			$ 4,500.00	4
PILOT CONTROL FOR 580SN W/POWER LIFT			$ 2,100.00	4
Ride Control			$ 950.00	4
NON-STATED CONTRACT OPTIONS	**MSRP**	**DISC %**	**AMOUNT**	**PAGE#**
Upgrade to 19.25x24 rear wheels ***INCLUDED***	$ -	30%	$ -	4
Upgrade to Flip over stabilizer pads	$ 816.00	30%	$ 571.20	4
Hydraulic quick attach	$ 3,911.00	30%	$ 2,737.70	4
Gripper teeth	$ 189.00	30%	$ 132.30	4
Locking DEF & Fuel cover	$ 132.00	30%	$ 92.40	4
Rotating Beacon	$ 237.00	30%	$ 165.90	4
Tool Box	$ 172.00	30%	$ 120.40	4
upgrade to 83 inch Quick attach bucket	$ 2,927.00	10%	$ 2,634.30	4
Bolt on cutting edge	$ 438.78	10%	$ 394.90	4
CAB WITH LH DOOR ONLY, AC & HEAT	$ 8,600.00	30%	$ 6,020.00	4
Heavy front counter weight	$ 500.00	30%	$ 350.00	4
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
SUB TOTAL FOR COMPLETE BUILD			**$ 93,559.10**	
WARRANTY INFORMATION:				
ONE TIME TREKKER DISCOUNT			**$ (559.10)**	
	TOTAL INVESTMENT		**$ 93,000.00**	

Delivered to customer!

PAGE 2 OF 2

FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASING PROGRAM

2017-2018 FSA AWARDED CONTRACT

flsheriffs.org | 850-877-2165

cpp@flsheriffs.org

THANK YOU FOR THE OPPRORTUNITY
TO EARN YOUR BUSINESS!

RANDY SHEARIN
CELL 813-525-0795

Randy.Shearin@TrekkerGroup.com

Legislation Details (With Text)

File #:	19-12	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	1/8/2019			**In control:**	City Council
On agenda:	2/13/2019			**Final action:**	
Title:	Approve Task Order 2019-99 with CH2M Hill Engineers for Dyal Groundwater WTP Disinfection Byproduct Formation Management; Phase 2 - Demonstration Testing, Project No. WS18DT. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO (2019-99) CH2M HILL $152909.78 - DY Task Order DBP Formation Management Phase 2 2018				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 8, 2019
Agenda Date: February 13, 2019
Prepared By: Maria I. Arenas, EI, Utilities Associate Engineer I
Through: John A. Walsh, PE, Utilities Director
Requested Action:
To Approve Task Order 2019-99 with CH2M Hill Engineers for Dyal Groundwater WTP Disinfection Byproduct Formation Management; Phase 2 - Demonstration Testing, Project No. WS18DT

BACKGROUND:

As part of an ongoing effort to continuously monitor and improve water quality, the City of Cocoa is in need of assistance to develop a plan to lower disinfection by-products (DBP) levels in our drinking water. DBPs are formed during disinfection of water at Wewahootee and Dyal Water Treatment Plant. DBPs are regulated and the maximum contaminant levels for DBPs include Total Trihalomethanes (TTHM) at 0.080 mg/L and Haloacetic Acids (Five) (HAA5) at 0.060 mg/L.

On Feb 13, 2018, City Council approved Phase 1 of this study which consisted of bench testing to narrow down alternative treatment solutions, as well as to develop a work plan to investigate biogrowth control options within the raw water pipe between Wewahootee and the Dyal Treatment Plant. Results from Phase 1 identified future studies to be completed in Phase 2.

Phase 2 will focus on testing alternative disinfectants in the raw water pipeline at full scale, the reduction of chlorine doses at various locations, and the evaluation of the lime sludge wasting and residuals handling systems.

This task order is based on Time and Materials with a not to exceed fee and the study is scheduled to last up to ten (10) months.

Staff recommends approval of this task order with CH2M Hill.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$152,909.78
Account Number	421-4055-536.68-10, WS18DT
Account Name	Software and Other Intangibles
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

On February 13, 2018, City Council approved Task Order 2018-88 with CH2M Hill for Phase 1 of this study to test alternative treatment solutions, as well as investigate biogrowth control options within the raw water pipe between Wewahootee and the Dyal Treatment Plant in an effort to reduce DBPs in our drinking water.

RECOMMENDED MOTION:

To Approve Task Order 2019-99 with CH2M Hill Engineers for Dyal Groundwater WTP Disinfection Byproduct Formation Management; Phase 2 - Demonstration Testing, Project No. WS18DT

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=7028311&GUID=717E846E-1FB3-4D18-9DE4-D194EA4F2B31*
is a secure document that has been embedded in this document. Double click the pushpin to view.



Task Order 2019-99

City of Cocoa

Dyal Groundwater WTP – Disinfection Byproduct Formation Management; Phase 2 – Demonstration Testing

Background

The City of Cocoa intends to lower disinfection byproducts (DBP) levels in their customer's drinking water. DBPs are formed as a byproduct during oxidation and disinfection of water with sodium hypochlorite at the Wewahootee Water Treatment Plant (WTP) and a chlorine solution at the Dyal WTP. DBPs are regulated by the USEPA Stage 1 Disinfection/ Disinfection By-Product Rule and the Florida Department of Environmental Protection (FDEP) Florida Administrative Code (FAC) 62-550.

There are three distinct segments in the groundwater treatment system where DBPs are currently formed: (1) at the Wewahootee WTP in, and downstream of, the Sulfuraetors® during pre-oxidation to remove residual hydrogen sulfide and to maintain a chlorine residual in the raw water pipeline to limit biogrowth; (2) at Dyal WTP in the lime softeners during oxidation to maintain a chlorine residual through the softeners to prevent algae growth; and (3) at Dyal WTP in the chlorine contact basins (CCB) upstream of the media filters to achieve the required CT (concentration times contact time) for 4-log virus removal/inactivation for FDEP Groundwater Rule (GWR) compliance.

Work completed by CH2M in 2018 under the Phase 1 DBP management project identified process modifications to potentially reduce DBP formation. This Task Order is for Phase 2 of the work which will entail full-scale field testing of the proposed process modifications to measure their effectiveness at DBP reduction and determine if they should be permanently implemented.

CH2M will provide professional engineering services to the City of Cocoa in accordance with the tasks described herein. General tasks including project management, project schedule updates, document controls, and Quality Assurance and Quality Control (QA/QC) activities are included in the individual tasks. Services proposed by CH2M in this Task Order will be performed in accordance with the Agreement for Engineering Services for Water Supply, Treatment, Transmission and Distribution System Projects (AGREEMENT) approved by the City of Cocoa on November 11, 2008.

Scope of Work

Under the DBP Management Phase 1 work performed for the City by CH2M, several treatment process demonstration tests and evaluations were recommended for this second phase of work, Phase 2. After discussions between CH2M and the City, the following tasks, treatment process demonstration tests and evaluations were chosen to constitute the scope of work for this Task Order:

1. Testing Plan, FDEP Application, Progress Meetings
2. Demonstration test with monochloramine as an alternative oxidant at Wewahootee WTP including bench tests to predict chloramine speciation and develop a chlorine breakpoint curve
3. Demonstration test with reduced chlorine dose into Dyal WTP clarifiers
4. Demonstration test with an anionic polymer in clarifiers at Dyal WTP
5. An evaluation of the lime sludge wasting process to include recommendations for wasting sludge from the reactor/clarifiers, lime sludge disposal alternatives, and recommendations for renewal and rehabilitation work for the lime sludge holding and thickening facilities.
6. Phase 2 Report

The scope of each task is described below.

Task 1 - Testing Plan, FDEP Application, Progress Meetings

A kickoff and coordination meeting will be held to review the testing plan, approach to obtaining FDEP approval for test work, preparatory work to be performed by the City, activities to be performed during the testing, and sampling and laboratory testing requirements. At a frequency to be determined once the testing has begun, up to five progress meetings will be held to review progress and action items.

After discussing the approach to obtain FDEP approval for the work with the City, CH2M will develop an application package in accordance with FAC 62-555.520(1)(b) for approval of the demonstration tests, including providing responses to up to two Requests for Additional Information (RAIs).

Based on the recommendations from the Phase 1 report, Task 2 (Wewahootee monochloramine) will be performed at full scale at the Wewahootee WTP while Tasks 3 and 4 (reduced clarifier chlorine dose and anionic polymer) will be performed at full scale at Clarifier 3 only. Clarifiers 1 and 2 will remain operational as is.

The sequence of demonstration tests will be as listed above. Task 2 with the chloramine oxidant at Wewahootee WTP is independent of the other Tests and will be conducted first. Task 5, the sludge wasting and processing evaluation, will be started simultaneously with Task 2 at the outset of the Task Order. After the sludge system evaluation is completed and the clarifier sludge wasting has been adjusted in accordance with the recommendations, Task 3 will be conducted with a reduction or elimination of the clarifier chlorine dose. Task 4 (anionic polymer) can be performed after the clarifier sludge wasting has been modified and acceptable results have been obtained from Task 3, but may be moved forward to concur with Task 2. The exact timing will be determined as part of the Testing Plan development.

Task 2 - Demonstration Test - Monochloramine as Alternative Oxidant at Wewahootee Water Treatment Plant Including Bench Tests to Predict Chloramine Speciation and Develop a Chlorine Breakpoint Curve

Currently, a free chlorine residual is maintained throughout the treatment process from the Wewahootee WTP to the CCBs at the Dyal WTP. DBP formation occurs when and where free chlorine is in contact with organics. Free chlorine contact time would be reduced by relocating the sodium hypochlorite dosing point at the Wewahootee WTP to an existing above-grade pipe tap downstream of the Sulfuraetors™ and by forming chloramines with the natural ammonia present in the raw water.

CH2M will perform bench testing to predict chloramine speciation at the Wewahootee WTP after dosing chlorine to form chloramines. Samples will be collected from the inner ring of the Sulfuraetor which is downstream of the aeration process but upstream of the chlorine dosing point. The samples will be sent to a contracted laboratory where they will be dosed with chlorine to form chloramines with the natural ammonia present in the water. The chlorinated sample will be analyzed for various water quality parameters including pH, monochloramine, dichloramine, and trichloramine. It is important to note that chloramine speciation is influenced by pH and mixing conditions. One chlorine breakpoint curve at ambient pH value will also be developed as part of bench testing using the collected samples. The breakpoint curve will be generated by dosing samples with chlorine and measuring chlorine residual.

City staff will install a functional sodium hypochlorite dosing point downstream of both Sulfuraetors™ on the above-grade common pipe. Full-scale testing of sodium hypochlorite dosing at this location will be performed rather than dosing at the current location within each Sulfuraetor™. The sodium hypochlorite dose in testing will be limited to oxidize sulfides and combine with natural ammonia to form chloramines. A target monochloramine residual of 1.0 to 2.0 mg/L will be formed, predominantly controlled by the residual natural ammonia concentration.

The initial test matrix is summarized in Table 1. The final test matrix will be developed as part of Task 1 and included in the Testing Plan.

Table 1. Test Matrix - Demonstration Test - Monochloramine as Alternative Oxidant at Wewahootee Water Treatment Plant

Criteria	Description
Equipment Furnished and Installed by City	New chemical piping to relocated sodium hypochlorite dosing point Relocated residual chlorine analyzer Sample tap downstream
Test Duration	Initially 1 month
Sampling	As shown on Table 4
Process Information to Record	Wewahootee WTP Flow Wewahootee WTP hypochlorite dose Wewahootee WTP total chlorine residual Well operation Operation of each Sulfuraetor (in or out of service) Water temperature

For all demonstration tests CH2M will perform the following activities:

- Provide process support to the City for equipment modifications to perform the test
- Develop the test log sheet and a sample matrix and coordinate test operation
- Monitor water quality analytics work
- Obtain and document process information from Wewahootee and Dyal WTPs primarily through data obtained from the SCADA system.
- Track performance of test and document results in tables and graphics
- Provide guidance to the City in terms of process modifications and operations based on results
- Document results in a brief Technical Memorandum

Task 3 - Demonstration Test - Reduced Chlorine Dose into Clarifiers

At the Dyal WTP, a monochloramine residual will be maintained through the clarifiers by adding only enough chlorine into the clarifiers to bind with free ammonia, if any. The monochloramine residual will control biological growth and reduce DBP formation in the clarifiers. Currently, a free chlorine residual is used in the clarifiers to avoid septic conditions created by the partly thickened sludge held in the clarifiers.

During the test, WTP operations staff will waste sludge at the rate recommended by the clarifier manufacturer and CH2M. If necessary, the City will prepare the sludge thickening system to temporarily receive sludge at the recommended rate during the test.

The initial test matrix is summarized in Table 2. The final test matrix will be developed as part of Task 1 and included in the Testing Plan.

Table 2. Test Matrix - Demonstration Test - Reduced Chlorine Dose into Dyal Water Treatment Plant Clarifiers

Criteria	Description
Equipment Needed	None, only operational changes
Test Duration	Initially 1 month
Sampling	As shown on Table 4

Table 2. Test Matrix - Demonstration Test - Reduced Chlorine Dose into Dyal Water Treatment Plant Clarifiers

Criteria	Description
Process Information to Record	Dyal WTP flow
	Chlorine usage

Task 4 - Demonstration Test - Test Anionic Polymer in Clarifiers

The scope includes conducting a full-scale test of an anionic polymer in the lime softening process to replace the use of potato starch. Under work conducted during the Phase 1 project, an anionic polymer showed significant improvement in turbidity removal compared to potato starch. The 40 percent charge density product, KED PA 140, showed the most significant improvement in turbidity removal and is recommended for testing at full scale. A single polymer product will be tested.

Full-scale testing will be conducted in Clarifier 3. Full-scale testing will require a temporary polymer dosing skid, polymer tote and chemical feed piping to be installed by the City. The initial polymer dose will reflect the optimum dose from bench-scale testing of 0.4 mg/L. The dose will be modified as necessary to optimize performance at full scale. Successful performance will be indicated by reductions in settled water turbidity. During the test, WTP operations staff will waste sludge at the rate recommended by the clarifier manufacturer and CH2M.

The initial test matrix for the alternative polymer is summarized in Table 3. The final test matrix will be developed as part of Task 1 and included in the Testing Plan.

Table 3. Test Matrix – Demonstration Test - Test Alternative Polymer in Clarifiers at Dyal Water Treatment Plant

Criteria	Description
Equipment Furnished and Installed by City	Temporary polymer dosing skid (including pump), polymer storage and polymer feed piping
Test Duration	Initially 1 month
Sampling	As shown on Table 4
Process Information to Record	Dyal WTP flow
	Alkalinity, hardness, pH of clarifier influent
	Alkalinity, hardness, pH and turbidity of settled water
	Lime usage
	Soda ash usage
	Polymer usage

Task 5 – Evaluation of the Clarifier Sludge Processing System

Lime sludge operations at the Dyal WTP will be evaluated and will include a review of the design and operations of the clarifier sludge wasting process, existing gravity thickeners, storage tank, dewatering system and associated facilities. Estimates of sludge production and sludge solids content will be provided for varying target pH values with the evaluation of the capacity of the sludge handling systems. An estimate of the required operating frequency of the sludge dewatering presses will be provided. The evaluation will include recommendations for wasting sludge from the clarifiers, improvements to sludge processing system and a review of sludge disposal alternatives along with their impact on the sludge processing system. A construction cost estimate will be prepared for the recommended improvements.

Task 6 – Phase 2 Report

CH2M will summarize the test methodology, results, and conclusions from above tasks in a draft Demonstration Test Report. The technical memoranda developed under previous tasks will be inserted as chapters in the report. A 2-week review period by the City is assumed. A review meeting will be held to present the findings and conclusions and discuss review comments on the draft report. The final report will be issued within 2 weeks of the resolution of the review comments.

Analytical Testing

Table 4 presents a summary of the planned analytical testing under this Task Order including listing of tests to be conducted by the City and by CH2M.

Table 4. Summary of Analytical Testing & Responsibilities

Task	Test	Analyses	CH2M		Cocoa		Analysis Frequency	Sample Location
			Field	Lab	Field	Lab		
2. Wewa Monochloramine	Chloramine Speciation	Monochloramine		x			Once	Sulfuraetor Inner Ring
		Dichloramine		x			Once	
		Trichloramine		x			Once	
		pH	x	x			Once	
		Turbidity		x			Once	
		Color		x			Once	
		Alkalinity		x			Once	
		DOC		x			Once	
		TOC		x			Once	
		TDS		x			Once	
		TSS		x			Once	
		Chloride		x			Once	
		Sulfate		x			Once	
		Calcium		x			Once	
		Magnesium		x			Once	
		Total ammonia	x	x			Once	
		Total sulfide	x	x			Once	

Table 4. Summary of Analytical Testing & Responsibilities

Task	Test	Analyses	CH2M		Cocoa		Analysis Frequency	Sample Location
			Field	Lab	Field	Lab		
2. Wewa Monochloramine (cont.)	Chlorine Breakpoint Curve	Total chlorine		x			Multiple analyses to develop curve	
	Monochloramine residual @ Wewa	Free chlorine	x				Daily during startup (first few days)	At Wewahootee
		Monochloramine	x				Daily during startup (first few days)	
		Free ammonia	x				Daily during startup (first few days)	
		pH	x				Daily during startup (first few days)	
		Total chlorine			x		Following operators current sampling frequency	Influent to Clarifiers
		Free chlorine			x		Following operators current sampling frequency	
		Monochloramine			x		Following operators current sampling frequency	
		Free ammonia			x		Following operators current sampling frequency	
		pH			x		Following operators current sampling frequency	
		Total sulfide	x				Weekly	
		TOC		x			Weekly	
		Nitrite				x	Weekly	
		DO/ORP				x	Weekly	
		TTHM/HAA5				x	Bi-Weekly	
3. Reduce Clarifier Chlorine Dose	Tests after modifying chlorine dose	Total chlorine			x		Following operators current sampling frequency	Clarifier Effluent
		Free chlorine			x		Following operators current sampling frequency	
		Monochloramine			x		Following operators current sampling frequency	
		Free ammonia			x		Following operators current sampling frequency	
		pH			x		Following operators current sampling frequency	
		Sludge solids content			x		Daily	

Table 4. Summary of Analytical Testing & Responsibilities

Task	Test	Analyses	CH2M		Cocoa		Analysis Frequency	Sample Location
			Field	Lab	Field	Lab		
		TTHM/HAA5				x	Bi-Weekly	Clarifier Influent and Effluent
4. Anionic Polymer	Tests after starting polymer addition	pH			x		Following operators current sampling frequency	Clarifier Effluent
		Sludge solids content			x		Daily	
		Turbidity			x		Following operators current sampling frequency	

Deliverables

1. Draft Report – Four copies of the report.
2. Meetings – 1 kickoff meeting, 5 progress meetings, 1 draft report review meeting. Meeting summary memos will be prepared for all.
3. Electronic copies (Adobe PDF) will be provided for each submittal.

Assumptions

The following key assumptions apply:

1. A single FDEP application package will be sufficient to address the entire test plan.
2. The City will make its laboratory equipment available for use by CH2M for analyses not requiring the use of the private lab. CH2M will contract directly and pay for laboratory testing services shown in Table 4.
3. The City will pay the costs of the chemicals used during demonstration testing as well as any changes in sludge production and electricity use.
4. The scope does not include the following items: FDEP meetings, hauling and disposal costs for lime sludge, corrosion control study.
5. City will furnish copy of lime sludge predesign report prepared by CDM.
6. The City will have Clarifier No. 3 operational for the testing.
7. The City will prepare the lime sludge thickening system to receive lime sludge from the clarifiers at the rate recommended by the clarifier manufacturer during the testing.
8. The City will furnish and install equipment needed to conduct the testing with process support from CH2M.
9. The City will assign a project manager who will be the CH2M's main point of contact and will consolidate the City's comments on the draft report and will respond within ten business days of the date of each submittal. The City's project manager will also provide continuous coordination between the different City's departments (Operations, Management, Compliance).
10. The City will inform CH2M's staff of any safety rules, personal protective equipment, safety precautions, restricted areas, hazardous chemicals, and emergency procedures (e.g., alarms, assembly areas, etc.) prior to the site visits.
11. CH2M will prepare an agenda and meeting summary of project meetings.
12. The timing of Tasks 2 through 5 is dependent upon progress of process modifications performed by City and demonstration test approvals provided by FDEP. These tasks will be provided on an as-needed basis and timing is dependent upon progress and approval schedule.
13. The City will pay for permitting fees related to demonstration tests approvals.
14. Order-of-magnitude capital cost estimate for the sludge processing recommendations will be developed using CH2M's proprietary Parametric Cost Estimating System (CPES). Estimates will be prepared in accordance with the American Association for Cost Engineering (AACE) International Recommended Practice No. 56R-08, Class V cost estimates.

Compensation

Compensation for the services authorized under this task order is the amount $152,909.78 and will be provided using the time and materials basis method with budgets between the sub-tasks and expenses being interchangeable as needed. The per diem labor categories, hours, billing rates by labor category, and expenses budget is in Attachment A. Levels of effort for tasks are estimates based on the best information available at the time of task order development. As the project progresses, actual levels of effort required and associated fees might differ and require coordination between CH2M and the City of Cocoa.

Schedule

The estimated schedule for the services authorized under this task order is 10 months in duration as shown in Attachment B. Performance of the project on this schedule will be contingent upon the ability of City resources to perform the work outlined above in a timely manner. Should additional time be needed, additional compensation may be requested by CH2M.

Acceptance

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

Approved for City of Cocoa	Accepted for CH2M HILL Engineers, Inc.
	
By _____	By: Francois Didier Menard
Title _____	Title: Vice President
Date _____	Date: January 8, 2019

Attachment A
Compensation

	City of Cocoa Disinfection Byproduct Formation Management - Phase 2 - Demonstration Testing	Engineer 3 - Junior P.E./Scientist/Consultant	Engineer 7 – Senior Project Manager	Engineer 8 - Senior Reviewer/ Consultant	Technician 4 - Construction Manager/ Senior Technician	Technician 3 - Senior Construction Inspector	Office - Office/Project Administration	Labor Hours	Labor Fee		Expenses Billable		
	Rate	**$ 120.84**	**$ 199.17**	**$ 199.17**	**$ 125.06**	**$ 111.34**	**$ 69.99**				**Lab**	**Shipping**	**Repro**
Task No.	**Task Name**												
1	Testing Plan, FDEP Application, Kickoff & Progress Meetings												
	Kick off meeting	8	6	8				22	$ 3,755.10				
	Progress Meetings (5)	40	30	20				90	$ 14,792.10				
	Test Plan Prep	24	8	6		3		41	$ 6,022.56				
	FDEP application and RAI (2) responses	24	4	4			4	36	$ 4,773.48				
								189	$ 29,343.24				
2	Demonstration test with monochloramine as alternative oxidant at Wewahootee WTP												
	Bench testing	40	4					44	$ 5,630.28				
	Process support, analytics coordination, Dyal records compilation	72	4	8				84	$ 11,090.52				
	Draft summary TM	16	6	18		3	4	47	$ 7,327.50				
								175	$ 24,048.30				
3	Demonstration test with reduced chlorine dose into Dyal WTP clarifiers												
	Process support, analytics coordination, Dyal records compilation	42	8	8				58	$ 8,262.00		$ 5,000	$ 200	
	Draft summary TM	16	4	10		3	4	37	$ 5,335.80				
								95	$ 13,597.80				
4	Demonstration test with an anionic polymer in clarifiers at Dyal WTP												
	Support to City in setting up dosing equipment start up	24	2	2				28	$ 3,696.84				
	Process support, analytics coordination, Dyal records compilation	22		4				26	$ 3,455.16				
	Draft summary TM	16	4	8		3	4	35	$ 4,937.46				
								89	$ 12,089.46				
5	Evaluation of the lime sludge wasting process												
	Review existing process, recommend wasting process	32	6	6				44	$ 6,256.92				
	Evaluate options for lime sludge disposal	24	4	8				36	$ 5,290.20				
	Process calculations, develop plan for sludge processing to inc. future requirements	32	4	44				80	$ 13,427.04				
	Inspection of existing facilities, prepare renewal and rehab plan, cost estimate	26	2	38	24			90	$ 14,110.08				
	Draft summary TM	32	6	26		28	4	96	$ 13,637.80				
								346	$ 52,722.04				

	City of Cocoa Disinfection Byproduct Formation Management - Phase 2 - Demonstration Testing	Engineer 3 - Junior P.E./Scientist/Consultant	Engineer 7 – Senior Project Manager	Engineer 8 - Senior Reviewer/ Consultant	Technician 4 - Construction Manager/ Senior Technician	Technician 3 - Senior Construction Inspector	Office - Office/Project Administration	Labor Hours	Labor Fee		Expenses Billable		
	Rate	**$ 120.84**	**$ 199.17**	**$ 199.17**	**$ 125.06**	**$ 111.34**	**$ 69.99**				**Lab**	**Shipping**	**Repro**
Task No.	**Task Name**												
6	Phase 2 Report												
	Draft report, resolution of City comments, final report	40	8	18	2	10	4	82	$ 11,655.50				$ 100
	Wrap up meeting	8	8	8				24	$ 4,153.44				
								106	$ 15,808.94				
						Total Hours and Labor Fee		1,000	$ 147,609.78				
						Expenses Total			$ 5,300		$ 5,000	$ 200	$ 100
						Task Order Total			**$ 152,909.78**				

Attachment B
Schedule

Cocoa DBP Formation Management - Phase 2											
Schedule											
		2019									
Task		January	February	March	April	May	June	July	August	September	October
1	Planning & Coordination	Planning									
	FDEP Approval of Test Plan										
2	Monochloramine at Wewa										
	Bench Test to Determine Chloramine Speciation and Chlorine Breakpoint Curves		Test								
	City installs new hypo dosing point										
	Conduct test with natural ammonia						Test				
3	Reduced Chlorine in Clarifiers										
	City prepares thickening system to receive higher sludge volume										
	Conduct Test							Test			
4	Alternative Polymer in Clarifiers										
	City installs temporary polymer feed system										
	Conduct Test								Test		
5	Recommendations for desludging operation										
	Evaluation of sludge thickening and processing system										
6	Report of Study							Report			

Attachment C
Compensation

Attachment C
CH2M HILL FY 2019 Per Diem Schedule

Classification	Description	Rate
Engineer 9	Principal	$199.17
Engineer 8	Senior Reviewer/Consultant	$199.17
Engineer 7	Senior Project Manager	$199.17
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$188.40
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$166.44
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$138.96
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$120.84
Engineer 2	Project Engineer/Scientist/Consultant	$101.84
Engineer 1	Junior Project Engineer/Scientist/Consultant	$95.27
Engineer 0	Engineering Intern	$85.28
Technician 5	Senior Construction Manager/Senior Designer	$155.59
Technician 4	Construction Manager/Senior Technician	$125.06
Technician 3	Senior Construction Inspector	$111.34
Technician 2	Construction Inspector/Technician	$86.17
Technician 1	Junior Construction Inspector/Junior Technician	$76.53
Technical Aide	Technical Aide	$66.56
Office	Office/Project Administration	$69.99

Notes:

1. Billing rates are for City designated Fiscal Year 2019, October 1, 2018 to September 30, 2019.

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

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

4. CH2M HILL reserves the right to request rate modifications under this agreement. Rate modifications must be approved and agreed to by both parties.

Legislation Details (With Text)

File #:	19-46	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	1/30/2019			**In control:**	City Council
On agenda:	2/13/2019			**Final action:**	
Title:	Approve a revision to the Preliminary Plat consistent with the attached Lot Width Revision Plan for The Cottages at Cocoa Village.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Attachment A - LOT WIDTH REVISION				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 31, 2019
Agenda Date: February 13, 2019
Prepared By: Dodie Selig, Planning and Zoning Manger
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve a revision to the Preliminary Plat consistent with the attached Lot Width Revision Plan for The Cottages at Cocoa Village.

BACKGROUND:

120 Barnacle Bay, LLC, the current Developer for The Cottages at Cocoa Village, requests a modification to the Preliminary Plat, which was approved with conditions by the City Council on December 12, 2018. This proposed change is in response to the discovery of a ten (10) foot Florida Power & Light (FPL) easement on the property, along the west side of the property adjacent to Florida Avenue.

On December 12, 2018, the City Council approved the Cottages at Cocoa Village Preliminary Plat, with multiple conditions. One of these conditions was that the creation of Lot 5, adjacent to the FPL easement, was conditioned upon the vacation of such easements. It further stated that should the vacation of the FPL easement not occur, Lot 5 would be removed from the plat, and the plat would be renumbered.

The applicant has received word that FPL will not grant the vacation of the northern portion of the easement; however the applicants still desire to construct Lot five (5) and have submitted the attached Lot Revision Plan to that end. The changes presented by this Lot Revision Plan are described below.

For Lots five (5) through fourteen (14)
The lots were shifted to the east a distance of eight (8) feet in order to clear the ten (10) foot FPL easement resulting in a reduction of the individual lot widths as follows:

- A reduction in the lot width for the four end units (Lots 5, 8, 9, and 14) from 22.33 feet to 21.7 feet.
- A reduction in the lot width of the interior units (Lots 6, 7, 10, 11, 12, and 13) from 22.00 feet to 21.3 feet.

This reduction in lot width does not affect compliance with the conditions of the Development Agreement and the variances and waivers that were already granted therein. Under the proposed revisions to the Preliminary Plat, Lots 5 through 14 will continue to meet the minimum lot depth and size requirements, which is a minimum of 16 feet in width and 1,600 square feet, respectively, pursuant to Appendix A, Article XI, Sec. 22(I) of the Zoning Ordinance.

Next Steps

The applicant has one (1) year from the date of the Preliminary Subdivision approval to apply for the Final Subdivision application which will be heard once by the City Council. The Final Plat will be recorded in the Official Records of Brevard County.

STRATEGIC PLAN CONNECTION:

The proposed revisions are consistent with the Strategic Plan Issues, Goals, and Objectives related to improving Physical and Emotional Image and Fiscal Sustainability.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval of the original Development Agreement between the City of Cocoa, Florida and 120 Barnacle Bay, LLC, at its special meeting on September 24, 2018, with a contingency to add an oak tree if possible.

Council approved the original Development Agreement at the October 10, 2018 meeting.

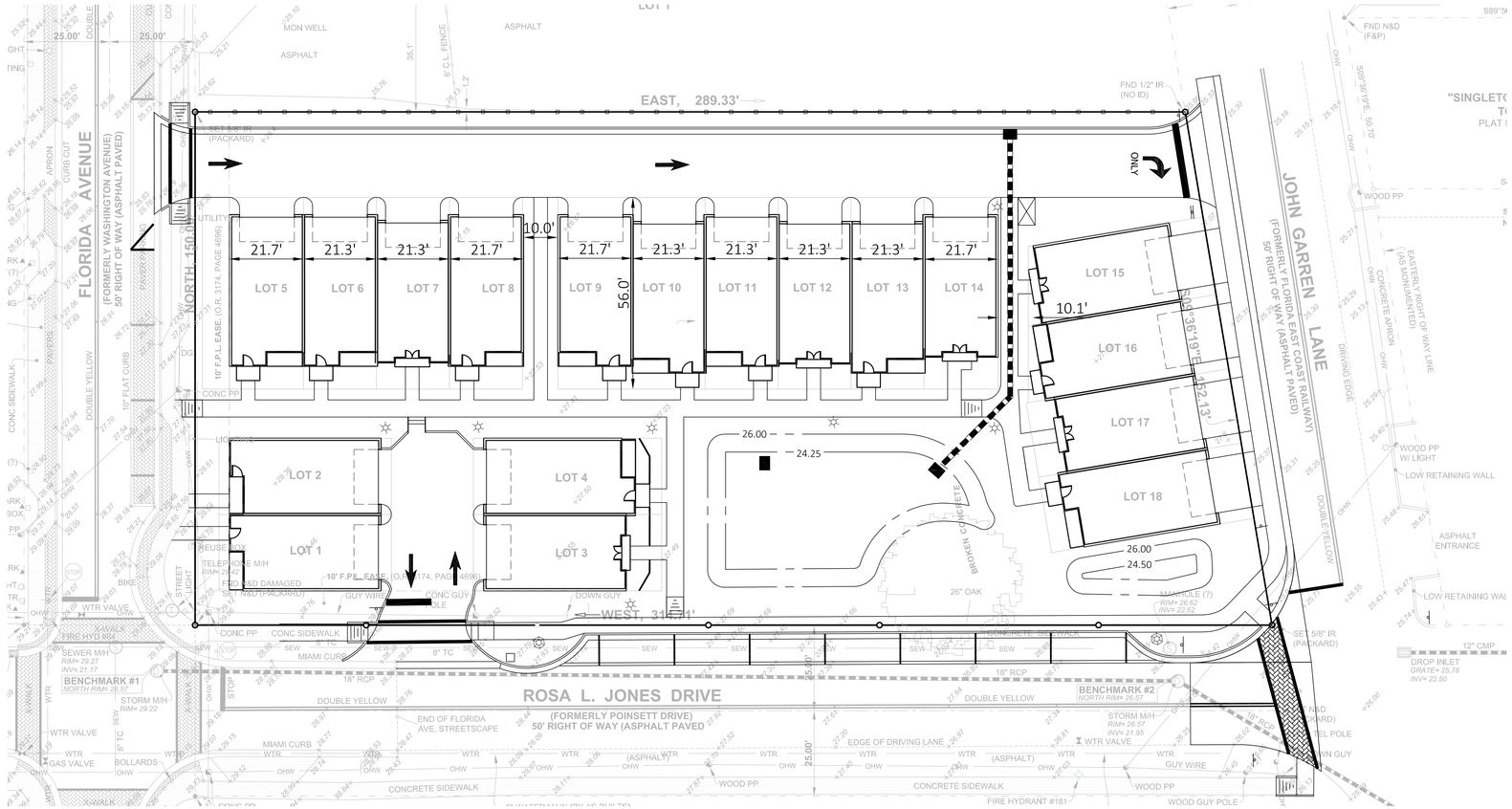
Council approved the First Modification to the Development Agreement at the November 28, 2018 meeting.

The Planning & Zoning Board recommended approval of the Preliminary Subdivision for The Cottages at Cocoa Village with conditions at its meeting on December 5, 2018.

Council approved the Preliminary Subdivision for The Cottages at Cocoa Village with conditions at its meeting on December 12, 2018.

RECOMMENDED MOTION:

Approve a revision to the Preliminary Plat consistent with the attached Lot Width Revision Plan for The Cottages at Cocoa Village.



LOT WIDTH REVISION PLAN

1"=20'

REV#	DATE	REVISION

ERIN TRAUGER CONSULTING ENGINEER
P.O. BOX #360253, MELBOURNE FL 32936-0253
email - erin.trauger@gmail.com direct - (321) 652-5316

THE COTTAGES AT COCOA VILLAGE

6 ROSA JONES DRIVE
COCOA, FLORIDA

LOT WIDTH REVISION PLAN

ERIN L. TRAUGER
FL P.E. #65576

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DATE:	1-24-19
SECTION:	33
TOWNSHIP:	24
RANGE:	36
SCALE:	1"=30'
DRAWING NO.	EX-1
PROJECT:	19-113

Legislation Details (With Text)

File #:	19-53	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	2/1/2019			**In control:**	City Council
On agenda:	2/13/2019			**Final action:**	
Title:	Approve an assignment of The Cottages at Cocoa Village Binding Development Agreement between the City of Cocoa and 120 Barnacle Bay, LLC to the Villas of Cocoa Village, LLC, upon closing of the sale of the affected Property. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Assignment to Villas of Cocoa Village				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 4, 2019
Agenda Date: February 13, 2019
Prepared By: Dodie Selig, Planning and Zoning Manger
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve an assignment of The Cottages at Cocoa Village Binding Development Agreement between the City of Cocoa and 120 Barnacle Bay, LLC to the Villas of Cocoa Village, LLC, upon closing of the sale of the affected Property.

BACKGROUND:

The current owner of the property at 6 Rosa L. Jones Dr. (parcel #'s: 24-36-33-80-20-5, 24-36-33-80-20-4, and 24-36-33-80-20-2) has decided to remove himself from the project known as The Cottages at Cocoa Village. He intends to sell the property to another party, the Villas of Cocoa Village, LLC. This buyer wishes to continue to develop the project as described by the Binding Development Agreement. The Agreement provides the following language with respect to any future assignment of the Agreement:

> "Prior to completing the construction of the Project and reaching final build out of the Project, Developer shall not assign this Agreement without the prior written consent of the City. However, Developer shall be entitled to assign its rights and obligations under this Agreement to a parent, subsidiary, or affiliated entity in which Developer or its members are members or interest holders. Any assignment authorized by this subparagraph shall require the assignee to be a formal signatory to this Agreement and fully assume all of Developer's obligations, commitments, representations, and warranties under this Agreement. Such assignment shall also require the written

approval of the City by amendment to this Agreement, which shall not require a public hearing and shall not be unreasonably withheld. In any assignment, the rights and obligations contained herein shall be binding on successors in interest to the Property, and the terms and conditions of this Agreement shall bind and inure to the benefit of the parties hereto and any respective successors and assigns."

During the negotiation of the original Development Agreement, the City was aware that 120 Barnacle Bay, LLC intended to utilize the Villas of Cocoa Village, LLC as a builder of the Project. City staff is unaware of any impediments to the proposed assignment.

Next Steps

The assignment shall be effective upon the closing of the sale of the property. The new owners shall be required to record this Assignment in the Official Records of Brevard County following closing of the sale of the Property.

STRATEGIC PLAN CONNECTION:

The proposed revisions are consistent with the Strategic Plan Issues, Goals, and Objectives related to improving Physical and Emotional Image and Fiscal Sustainability.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval of the original Development Agreement between the City of Cocoa, Florida and 120 Barnacle Bay, LLC, at its special meeting on September 24, 2018, with a contingency to add an oak tree if possible.

Council approved the original Development Agreement at the October 10, 2018 meeting.

Council approved the First Modification to the Development Agreement at the November 28, 2018 meeting.

The Planning & Zoning Board recommended approval of the Preliminary Subdivision for The Cottages at Cocoa Village with conditions at its meeting on December 5, 2018.

Council approved the Preliminary Subdivision for The Cottages at Cocoa Village with conditions at its meeting on December 12, 2018.

Council will hear a request to approve a revised Preliminary Subdivision at its meeting on February 13, 2019.

RECOMMENDED MOTION:

Approve an assignment of The Cottages at Cocoa Village Binding Development Agreement between the City of Cocoa and 120 Barnacle Bay, LLC to the Villas of Cocoa Village, LLC, upon closing of the sale of the affected Property.

Pre□ared by and return to:
Anthony A. Garganese, City Attorney
Garganese, Weiss, D'Agresta & Salzman, P.A.
P.O. Box 2873
Orlando, Florida 32802
(407) 425-9566

ASSIGNMENT

THIS ASSIGNMENT of the Cottages at Cocoa Village Development Agreement ("Assign□ent") is made and executed this _□□□ day o□□□□□□□□□□□□□□□□, 2019 by and bet□een 120 Barnacle Bay, LLC ("Barnacle Bay"), a Florida limited liability company, and The Villas of Cocoa Village, LLC (the "Villas"), a Florida limited liability company.

W I T N E S S E T H

WHEREAS, Barnacle Bay and the City of Cocoa (the "City"), a Florida municipal cor□oration, □ade and entered into that certain Cottages at Cocoa □illage Develo□□ent Agree□ent ("Agreement") dated October 10, 2018, recorded in the Brevard County O□icial Records Boo□ 8308, Page 1675, as further modified by that Modification to the Agreement (the "Modification"), dated Dece□ber 5, 2018, □or the redevelo□□ent o□certain real □ro□erty described in Exhibit A therein (the "Property") with 18 residential to□nhouses□and

WHEREAS, the Agree□ent □rohibits Barnacle Bay □ro□ assigning the Agree□ent □ithout the □rior □ritten consent o□the City □rior to co□□leting construction and □inal buildout o□ the Pro□ect□and

WHEREAS, □urther, the Agree□ent re□uires that any assign□ent shall re□uire the assignee to be a formal signatory to the Agreement and to fully assume all of Barnacle Bay's obligations, co□□it□ents, re□resentations, and □arranties under the Agree□ent□and

NOW, THEREFORE in consideration o□the □utual □ro□ises, covenants and agree□ents set □orth herein and □or other good and valuable considerations, the recei□t and su□iciency o□□hich are hereby ac□no□ledged, the □arties agree as □ollo□s:

1.0 **Assignment.** Barnacle Bay hereby trans□ers, assigns, and conveys to the □illas all of Barnacle Bay's rights and interest in and to the Agreement, as modified by the Modification, as well as all of Barnacle Bay's rights, title, and interest in and to any and all permits and a□□rovals hereto□ore received under or in connection □ith the Agree□ent. The □illas hereby agrees to assu□e and □er□or□ any and all obligations, co□□it□ents, re□resentations, and □arranties o□ Barnacle Bay under and □ursuant to the Agree□ent, as □odi□ied by the Modi□ication.

2.0 **Recordation.** □□on □ull execution by both □arties hereto and u□on closing o□the sale o□the Pro□erty to the □illas, this Assign□ent shall be recorded in the □ublic records o□Brevard County, Florida by the □illas.

IN WITNESS WHEREOF, the □arties have executed this Assign□ent as o□the date □irst above □ritten.

120 BARNACLE BAY, LLC,
a Florida li□ited liability co□□any

By:□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□
Print Na□e: □□□□□□□□□□□□□□□□□□□□
Title: □□□□□□□□□□□□□□□□□□□□□□□□□□

THE VILLAS OF COCOA VILLAGE, LLC, a Florida li□ited liability co□□any

By:□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□
To□□y Barra□a, as authori□ed Re□resentative o□The Barra□a-Marin Grou□, □anaging □e□ber o□The □illas O□Cocoa □illage, LLC

The undersigned City of Cocoa hereby acknowledges and consents to the foregoing Assignment upon closing of the sale of the Property to the Villas of Cocoa Village, LLC.

ATTEST:

□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□
Carie Shealy, City Clerk

CITY OF COCOA,
a Florida □unici□al cor□oration.

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John A. Titkanich, Jr., City Manager

Date: □□□□□□□□□□□□□□□□□□□□□□□□□□

Legislation Details (With Text)

File #:	19-15	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Public Hearing
File created:	1/25/2019			**In control:**	City Council
On agenda:	2/13/2019			**Final action:**	
Title:	Postpone until the regular City Council Meeting of February 27, 2019 a request to submit a substantial amendment to the City's approved FY2018/2019 Action Plan in connection with a proposed application to the U.S. Department of Housing & Urban Development (HUD) for a $894,445 Section 108 Loan. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Substantial Amendment.Section 108 Loan AdOrderConf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 25, 2019
Agenda Date: February 27, 2019
Prepared By: Nancy A. Bunt, Community Services Director
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Postpone until the regular City Council Meeting of February 27, 2019 a request to submit a substantial amendment to the City's approved FY2018/2019 Action Plan in connection with a proposed application to the U.S. Department of Housing & Urban Development (HUD) for a $894,445 Section 108 Loan.

BACKGROUND:

This item is not ready for consideration. Staff requests that City Council postpone a request to submit a substantial amendment to the City's approved FY2018/2019 Action Plan in connection with a proposed application to the U.S. Department of Housing & Urban Development (HUD) for a $894,445 Section 108 Loan until the February 27, 2019 City Council meeting to preserve advertisement.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The first Public Hearing on this item was conducted at the December 12, 2018 City Council meeting. This item was postponed by City Council at the January 23, 2019 meeting.

RECOMMENDED MOTION:

Postpone until the regular City Council Meeting of February 27, 2019 a request to submit a substantial amendment to the City's approved FY2018/2019 Action Plan in connection with a proposed application to the U.S. Department of Housing & Urban Development (HUD) for a $894,445 Section 108 Loan.

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0003266019
Pymt Method Invoice
Net Amt: $312.80

Run Times: 1

No. of Affidavits: 1

Run Dates: 11/26/18

Text of Ad:

AD#3266019, 11/26/2018
PUBLIC NOTICE - CITY OF COCOA
Notice of Availability Subject to Approval and Public Hearings on the proposed substantial amendment to the FY2018/2019 Action Plan to allow for an $894,445 Section 108 Loan from the U.S. Department of Housing & Urban Development (HUD) Community Development Block Grant (CDBG) funds for the development of a new Dr. Joe Lee Smith Center located at Parcel ID: 24-36-33-00-264, adjacent to the current location at 419 Washington Street.

In accordance with the requirements of 24 CFR 91.105(c), the City of Cocoa hereby announces its intent to request a substantial amendment to its approved FY2018/2019 Action Plan in connection with a proposed loan application to HUD for a $894,445 Section 108 Loan.

Project Overview and Description: At the SW corner of Washington Street and Stone Street (Parcel ID: 24-36-33-00-264). The proposed construction of a new Dr. Joe Lee Smith Center is situated within the Diamond Square Community Redevelopment Area (CRA) over five (5) parcels which are identified as: 24-36-33-00-264; 24-36-33-CC-12.E-1; 24-36-33-CC-12.E-3; 24-36-33-CC-12.E-2; and 24-36-33-CC-12-8. The project site is located within census tract 626.00.

The proposed $3.5 million project involves the construction of approximately 16,000 square foot community center with basketball courts, office space for non-profits and multi-purpose rooms on five parcels owned by the City of Cocoa in the general location of 419 Washington Street and the Diamond Square CRA.

The proposed project is estimated at $3.5 million which includes City General Fund, Diamond Square CRA and CDBG funds. The City of Cocoa is pledging future CDBG funds as the repayment source. The City's CDBG FY2018/2019 allocation is $178,889. The City does not anticipate receiving any program income, however, any program income received will be used to provide services or maintain the facilities. The City, as part of the application will include a pledge of general funds if CDBG funds are not available. The City's Section 108 loan fund will benefit low and moderate income persons by providing services in a low income area. Services may include: youth programs, health services, financial and utility assistance, dental and prescription assistance, cremation assistance, job training, and budgeting classes. No activities are anticipated to result in displacement of any persons.

Notice is hereby given that the Substantial Amendment to the FY2018-2019 Action Plan to allow for submission of a Section 108 Loan Guarantee Application will be available for public review and comment from 12/13/18-1/14/19 at the address below or a copy can be requested by calling (321) 433-8511. Interested persons are encouraged to submit written comments on the proposed application and substantial amendment by 1/14/19 via mail or hand delivery to the City of Cocoa Housing & Neighborhood Services Division, 65 Stone Street, Cocoa, FL 32922. Hand delivered or mailed comments received after 1/14/19 may not be addressed.

Notice is also hereby given that the City of Cocoa will conduct two (2) public hearings. The first public hearing will be conducted on December 12, 2018 and the second and final public hearing on January 23, 2019 at 6pm in City Hall Council Chambers, 65 Stone Street, Cocoa, FL 32922. A local meeting will be held at the Diamond Square CRA meeting, Cocoa City Hall, 65 Stone Street on December 17, 2018 at 6pm and at the Dr. Joe Lee Smith Center 419

Dr. Joe Lee Smith Center, 419 Washington Street on December 19, 2018 at 5pm. Public comments will be taken.

The purpose of the public hearings and community meetings is to receive comments and take final action on the proposed Substantial Amendment in connection with the Section 108 Loan Guarantee Application for the construction of a new Dr. Joe Lee Smith Center with the Diamond Square CRA. A draft copy of the Section 108 Loan Application can be obtained online at www.cocoafl.org and at Cocoa City Hall, the Cocoa Public Library or Brevard County Housing & Human Services Department.

All interested persons are invited and encouraged to attend the public hearings and community meetings and make oral or written comments. In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in these meetings should contact Nancy Bunt, Deputy Community Services Director at (321) 433-8511 at least 48 hours prior to the meeting.

Legislation Details (With Text)

File #:	19-29	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Public Hearing
File created:	1/25/2019			**In control:**	City Council
On agenda:	2/13/2019			**Final action:**	
Title:	Postpone until the regular City Council Meeting of February 27, 2019 consideration of the London Cove preliminary subdivision. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Legal Ad - London Cove				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 25, 2019
Agenda Date: February 13, 2019
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Postpone until the regular City Council Meeting of February 27, 2019 consideration of the London Cove preliminary subdivision.

BACKGROUND:

This item is not ready for consideration. Staff requests that City Council postpone consideration of the London Cove preliminary subdivision until the February 27, 2019 City Council meeting to preserve advertisement.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval of the Preliminary Subdivision with conditions

at the December 5, 2018 meeting. This item was postponed at the regular City Council meetings on December 12, 2018, January 9, 2019 and January 23, 2019.

RECOMMENDED MOTION:

Postpone until the regular City Council Meeting of February 27, 2019 consideration of the London Cove preliminary subdivision.

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Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0003260828
Pymt Method Invoice
Net Amt: $266.18

Run Times: 1

No. of Affidavits: 1

Run Dates: 11/21/18

Text of Ad:

AD#3260828, 11/21/2018
CITY OF COCOA
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING
BOARD/LOCAL PLANNING AGENCY
AND THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER THE
FOLLOWING:

A. APPROVAL OF A PRELIMINARY SUBDIVISION (London Cove) consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code. The property owner desires to develop the existing vacant site as a mixed residential/commercial project, containing 6 commercial parcels along SR524 and a single parcel for future residential development to the south. The subject property is located on the south side of SR 524, immediately west of the Cocoa Commons shopping center and across from London Blvd., and contains +/- 21 acres. The property is identified by Parcel #'s: 24-36-18-00-502 and 24-36-18-00-500.1.

B. APPROVAL OF A PRELIMINARY SUBDIVISION (The Cottages) consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code. The property owner desires to construct 18 townhomes on three (3) parcels of land (Parcel #'s: 24-36-33-80-20-5, 24-36-33-80-20-4, and 24-36-33-80-20-2) totaling 1.03 acres and located on the north side of Rosa L. Jones Drive between Florida Avenue and John Garren Lane.

C. APPROVAL OF A DEVELOPMENT AGREEMENT / PRELIMINARY SUBDIVISION / LARGE SCALE SITE PLAN (Lakeside Palms West) consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code. The property owner desires to develop the existing vacant site as a single family subdivision project containing 87 residential lots. A rezone from RU-1-7 to RU-2-15 for this project will also be considered at the same hearings, which was separately advertised. The subject property is located on the west side of Clearlake Road, approximately 0.25 miles south of State Road 520 (West King Street) and contains +/- 27.62 acres. The property is identified by Parcel #: 24-36-31-00-750.

PLANNING & ZONING BOARD/ LOCAL
PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON
DECEMBER 5, 2018
AT 6:00 P.M. OR SOON THEREAFTER IN
THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

CITY COUNCIL WILL CONSIDER THESE
ITEMS ON
DECEMBER 12, 2018
AT 6:00 P.M. OR SOON THEREAFTER IN
THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they 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, which record includes the testimony and evidence upon which the appeal is to be based. The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Information pertaining to the above may be inspected at the Planning & Zoning Division beginning the Friday before the meeting, between 8:00 a.m. and

5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

The facility where this public hearing will be held is accessible to the physically handicapped. SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

Legislation Details (With Text)

File #:	19-30	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Public Hearing
File created:	1/25/2019			**In control:**	City Council
On agenda:	2/13/2019			**Final action:**	

Title: Approve an Addendum to the Binding Development Agreement between the City of Cocoa, Florida and 2075 W. King Street Land Trust and its successors to allow the developer to construct up to 312 apartment units and associated amenities on a parcel of land (Tax Parcel ID: 24-36-31-00-265) totaling 130.66 acres and located on the south side of W. King Street (SR520) between Range Road and Clearlake Road. (Community Services Director)

Sponsors:

Indexes:

Code sections:

Attachments:
- Attachment A - Original DA - 2017 W. King Street Land Trust (recorded)
- Attachment B - Addendum to 2075 W King Development Agreement 1-31-19
- Attachment C - Cocoa Grand - Concept Plan
- Cocoa Grand Aerial Locationn Map-01-30-19
- CC Legal Ad Proof - ReDA - Cocoa Grands
- Cocoa Grand-SCADL-2019-04 Concurrencey Letter

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 31, 2019
Agenda Date: February 13, 2019
Prepared By: Dodie Selig, Planning and Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve an Addendum to the Binding Development Agreement between the City of Cocoa, Florida and 2075 W. King Street Land Trust and its successors to allow the developer to construct up to 312 apartment units and associated amenities on a parcel of land (Tax Parcel ID: 24-36-31-00-265) totaling 130.66 acres and located on the south side of W. King Street (SR520) between Range Road and Clearlake Road.

BACKGROUND:

On October 17, 2017 the City Council exercised its authority under the Florida Municipal Home Rule Powers Act, ss. 166.011, et seq., and specifically, Section 166.021, Florida Statutes and approved a Binding Development Agreement for the subject parcel. (Attachment A) The concept plan for which consisted of an ACLF (Adult Congregate Living Facility) comprised of 11 buildings totaling 100 units along with an independent living residential area and a 55-and-older residential area to be constructed on the southern portion of the parcel and around the existing lake with some commercial

use on the northern portion of the property abutting SR520.

In conjunction with the Binding Development Agreement, Council approved the following changes to the southern portion of the subject parcel: a Future Land Use change from Low Density Residential to Medium Density Residential along with a designation of Conservation over the area of wetlands, and a rezoning from RR-1 (Rural Residential) to RU-2-15 (Multiple Family Residential).

The original project was never developed and the property is now under contract to a developer who wishes to construct a market rate apartment community in the center portion of the southern (residential) portion of the property. No commercial use is planned for the northern portion of the parcel at this time.

On September 17, 2018, this applicant held a public meeting to gather feedback from nearby residents regarding the proposed project. Five property owners attended and expressed concerns related to the proximity to their property and potential stormwater impacts. As a result of this feedback the applicant redesigned the project layout to move the apartments from the perimeter of the existing borrow-pit lake at the western end of the parcel to a location in the center of the parcel. The new layout will include a stormwater pond in the center of the apartment buildings to provide a pleasant view for residents as well as control stormwater on site. The new design includes a clubhouse, a car wash and a maintenance building and retains the original plan for fencing and a concrete block wall separating the project from abutting residential and commercial properties.

Staff Analysis of Addendum to the Original Development Agreement

The addendum to the original development agreement (Attachment B) will eliminate the former Concept Plan and replace it with a new Concept Plan (Attachment C). This will guide the future development of the site. In recognition that the Concept Plan has been prepared prior to engineering and floodplain review, the Concept Plan may be slightly modified in the future to accommodate changes required by the City Code, including for drainage and flood storage, but may not be modified to include:

1) a different use of the Property;
2) an increase in the proposed number of units;
3) a reduction in the required amenities (see discussion below); or
4) a deviation from any condition (see discussion below).

The addendum also includes the following requirements of the developer:

- Within six (6) months from the Effective Date of this Agreement, the Developer/Owner, at its expense, shall prepare and file all required applications, information, and engineering plans with the City of Cocoa that are necessary to obtain floodplain development approval, final site plan, and final engineering approval for the Project consistent with the Concept Plan.
- The Owner shall obtain approval of the site plan within twelve (12) months of the Effective Date of this Agreement.
- If the Project fails to obtain such final approval from the City (a/k/a - a final development order) within the aforesaid twelve (12) months, the City shall have the right to declare the Owner in default.

- If the Owner does not cure the default within the cure period, the City shall have the right, but not obligation to, terminate the Agreement without penalty.

The Project shall further be subject to the following conditions:

a. The apartment units shall meet the minimum living area requirements for apartments in the RU-2-15 Zoning District.

b. The apartment and communal buildings shall be no more than thirty-five (35) feet in height.

c. No development, other than buffer walls or fences, shall be permitted on the west side of the existing 16.79-acre lake (former borrow pit).

The Developer/Owner shall be specifically required to develop the Project to include certain amenities, which shall be maintained in good and working condition throughout the life of the Project, shall be of adequate size to service the intended number of residential units, and shall be incorporated into the final site plan:

a. The Developer/Owner agrees to include a clubhouse with an exercise/workout room, sauna, business center, and “party room” that may be reserved by residents for events; swimming pool; playground; dog park; car wash; sidewalk around the interior retention pond; and two (2) electric car charging stations;

b. The Developer/Owner agrees to incorporate the use of energy efficient lighting systems, insulation and ENERGY STAR rated windows, low-flow water fixtures, modern heat pumps, and energy-efficient HVAC systems;

c. Developer/Owner shall construct and maintain a six foot (6’) buffer wall along the southern boundary of the Property from the point of the western boundary of Tax Parcel ID 24-36-31-00-506 to the western edge of the Conservation area on the Property, except that a fence may be provided within the natural gas easement area, if necessary to accommodate such easement. A six foot (6’) buffer wall shall also be constructed and maintained along the northern boundary of the Property to the western edge of the driveway entrance. Further, a six foot (6’) opaque fence shall be constructed and maintained along the boundary between the commercial and RU-2-15 zoning on the Property, from the eastern edge of the driveway entrance to the western edge of the Conservation area, provided that Developer/Owner acknowledges and agrees that future development on the commercially-zoned portion of the Property shall require an additional or replacement buffer, in the form of a wall or other vegetative buffer, upon request of the City and provided that applicable environmental permits may be obtained. Developer/Owner shall also construct and maintain a six foot (6’) opaque fence on the western boundary of the Property and along the southern boundary of the Property where the buffer wall is not required. Said walls and fences shall be permitted and constructed in accordance with the City Code. Upon construction, the walls and fences shall be maintained and kept in good condition. The buffer walls and fences shall be in addition to landscaping requirements otherwise required by the City Code including, but not limited to, along the boundary of the Property.

d. The Developer/Owner shall install full-cutoff, low-light emitting or LED streetlights and outdoor lighting fixtures, subject to approval by Florida Power and Light and the City of

Cocoa as applicable.

e. The Developer/Owner shall reserve a minimum of three (3) two-bedroom apartment units for City law enforcement officers to be rented at a fifty percent (50%) discounted rate, to be made available on a first-come, first-serve basis, at the time of initial leasing until there are no other two-bedroom apartments available at the facility. In addition, the Developer/Owner shall provide a lease preference above other tenant applicants to City law enforcement officers and firefighters, along with EMS and local school teachers, on a first-come, first-serve basis as long as it does not violate Federal Fair Housing statutes.

The Developer has also agreed that it shall be subject to the City's Residential Rental Standards in Chapter 6, Article VI of the City Code and shall consent to properly-noticed inspections pursuant to that program.

Consistency with the City's Comprehensive Plan

Objective 1.1.1: Energy Efficiency. The City shall encourage energy efficiency in the design, construction and rehabilitation of new and existing residential buildings in the City and incorporate alternative energy technologies in the land development regulations.

GOAL 3.7:
The City shall promote opportunities for the creation of housing and infill development within the City.

GOAL 11.1: The City of Cocoa will ensure, through effective planning and coordination with the School District, that adequate school capacity is available to accommodate enrollment demand for City residents.

Objective 11.1.2: The City shall ensure adequate public school capacity exists to accommodate new students generated by residential development. The City shall forward all applications for a residential development permit to the School District for a school concurrency evaluation and determination.

Policy 11.1.2.2: The City shall not approve any non-exempt residential development application for a new residential preliminary subdivision, site plan or functional equivalent until the School District School has issued a School Capacity Availability Determination Letter (SCADL) verifying available capacity.

The previous Concept Plan provided for the development of 55-and-older residential housing, independent living units, and an Adult Congregate Living Facility, all of which is exempt from the school concurrency analysis required by the City's Comprehensive Plan because of the age-restricted nature of the development. However, the new Concept Plan proposed with this Addendum allows for the development of non-age-restricted multi-family housing, which is no longer exempt from such analysis. Further, because this Addendum incorporates the Concept Plan, which will guide future development, this Addendum constitutes the "functional equivalent" of a preliminary subdivision or site plan that must receive a School Capacity Availability Determination Letter (SCADL) verifying capacity prior to its execution. Accordingly, a condition of approval has been included herein to require receipt of a satisfactory SCADL letter prior to execution of the Addendum.

Concurrency

Staff has done a preliminary concurrency review of services required by the project. A final review will be completed with the Site Plan application.

Wastewater
The Level of Service (LOS) for wastewater is 319 gallons per day per household, based on the 312 apartment units, the projected demand on the wastewater system is 99,528 gallons per day.

The Sellers Plant is currently permitted to treat 4.5 mgd of wastewater per day, and is currently operating at 2.25 mgd. The maximum per day over the past twelve months was 2.249 mgd. Thus, there is sufficient capacity for Wastewater.

Stormwater Management
The Level of Service (LOS) for Stormwater Management is as follows:

Design Storm Event: 25-year frequency/24-hour duration event
On-Site Stormwater Management: Retention of the first one inch of rainfall for areas of more than one acre.
Stormwater Quantity: Post development Stormwater runoff flow rates, quantities, peaks, and velocities shall be equal to or less than levels that existed prior to development.
Stormwater Quality: No significant degradation of water quality in receiving water bodies.

Potable Water
The LOS for potable water is 122 gallons per capita per day (gpcd) per household. Based on the City of Cocoa EAR Population Projections report, the average permanent resident per dwelling unit is 2.35 per occupied unit. Thus, the average demand per household is estimated at 287 gpcd, and based on the 312 proposed dwelling units the overall demand is 89,544 gpcd.

The Dyal Plant provides potable for the City of Cocoa service area and it is currently permitted to operate at 48 million gallons per day (mgd). The maximum provision over the past twelve months is 34 mgd. Thus, there is sufficient capacity for Potable Water.

Solid Waste
The Level of Service (LOS) for the City of Cocoa is 1.2 tons of solid waste disposal per capita per year, and residential collection LOS shall be 2 times per week per household with greenwaste and recyclables once per week. The City contracts with Waste Management for the provision of solid waste, and the projected solid waste generated will be collected consistent with the adopted level of service standards.

Roadways (Transportation)
The minimum LOS for State Road 520 (W. King Street) is ‘D’.

The Space Coast TPO Traffic Counts Report for 2017 indicates that for the Range-Clearlake segment of SR520, the average annual daily traffic trips is 20,900, and it is classified as an Urban Principal Arterial roadway. Based on the Institute of Transportation Engineers (ITE) Trip Generation Manual (7^{th} Edition), the average vehicle trips per dwelling unit (on a weekday) is 9.57. Based on the 312 dwelling units, the development is projected to generate 2,986 trips per day (on a weekday).

Based on the LOS of D and the Current Maximum Acceptable Volume (41,790) established by the

SCTPO, there is sufficient capacity on SR520 (W. King Street) to support this development.

Recreation
The Level of Service (LOS) for Recreation is 1.25 acres per 1,000 population.

Pursuant to the City of Cocoa Comprehensive Plan EAR (October 2010) Data and Analysis, there exists a surplus of 118.34 acres of parks, which was determined to be more than sufficient to meet the needs of the citizens through 2020. The City's estimated current population is 19,286 which requires 23.54 acres of park and recreation facilities. The EAR identified the City as having 323.58 acres (including the 165.09 acres Cocoa Conservation Area) available for residents. Thus, the City has sufficient recreation/parks to support the project and maintain the adopted LOS.

Schools
The Applicant has received the required satisfactory School Capacity Availability Letter from the School District on February 4, 2019. A copy is attached to the Agenda Item.

Planning & Zoning Board
At the time of preparing this Agenda Item, the Planning and Zoning Board is scheduled to consider the proposed project at their February 6, 2019 regular meeting. As such, this item is contingent upon Planning and Zoning Board approval at their February 6, 2019 meeting. The results of the Planning and Zoning Board meeting will be presented to Council at the meeting for consideration.

If approved by City Council, the Addendum to the Binding Development Agreement will be signed and recorded in the Official Records of Brevard County, subject to applicable conditions. The developer will then need to submit a Site Plan application.

STRATEGIC PLAN CONNECTION:

The proposed Addendum to the Binding Development Agreement which allows for the construction of 312 apartment units is consistent with the Strategic Plan issues, goals, and objectives related to Physical Image.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

This item is contingent upon Planning and Zoning Board approval at their February 6, 2019 meeting.

RECOMMENDED MOTION:

Approve an Addendum to the Binding Development Agreement between the City of Cocoa, Florida and 2075 W. King Street Land Trust and its successors to allow the developer to construct up to 312 apartment units and associated amenities on a parcel of land (Tax Parcel ID: 24-36-31-00-265) totaling 130.66 acres and located on the south side of W. King Street (SR520) between Range Road and Clearlake Road.

CFN 2017223246, OR BK 8013 Page 2889, Recorded 10/27/2017 at 10:25 AM, Scott Ellis, Clerk of Courts, Brevard County

THIS INSTRUMENT WAS PREPARED BY AND SHOULD BE RETURNED TO:
Anthony Garganese
City Attorney of Cocoa
Garganese, Weiss & D'Agresta, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802
(407) 425-9566

BINDING DEVELOPMENT AGREEMENT

THIS AGREEMENT, entered into this 10th day of October, 2017, between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation (hereinafter referred to as "City") and **2075 W. KING STREET LAND TRUST** (hereinafter referred to as "Developer/Owner").

RECITALS

WHEREAS, Developer/Owner owns property (hereinafter referred to as the "Property") in Brevard County, Florida, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference; and

WHEREAS, Developer/Owner has requested, and the City Council of Cocoa approved on October 10, 2017, Developer/Owner's application to amend the Comprehensive Plan Future Land Use Map designation on the Property from Low Density Residential to Medium Density Residential and Conservation and the zoning map classification for a portion of the Property described on Exhibit "A" from RR-1 to **RU-2-15** for the intended purposes of developing an **Adult Congregate Living Facility** on the Property (collectively referred to as "Zoning Approvals"); and

WHEREAS, as part of its plan for the orderly development of the Property, Developer/Owner wishes to propose a general land use plan and mitigate negative impacts on abutting land owners and affected facilities or services; and

WHEREAS, the City is authorized to regulate development of the Property, and this Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act; and

WHEREAS, this Agreement was approved by the City Council as a condition of the Zoning Approvals and shall constitute a binding development permit and govern the future development of the Property along with other applicable provisions of the City of Cocoa Code ("City Code").

NOW, THEREFORE, the parties agree as follows:

1. The foregoing recitals are hereby incorporated herein as a material part of this Agreement. The City shall not be required or obligated in any way to construct or maintain or participate in any way in the construction or maintenance of the improvements. It is the intent of the parties that the Developer/Owner, its grantees, successor or assigns in interest or some other association and/or assigns satisfactory to the City shall be responsible for the maintenance of any improvements.

2. The City and Developer/Owner agree that the Property shall be developed as a combination of 55-and-older residential, individually-owned condominiums or detached units; an Adult Congregate Living Facility (ACLF); and an independent living facility, as generally depicted on the Land Use Map which is attached hereto and fully incorporated herein as **Exhibit "B"** ("Land Use Map"). The Land Uses identified on the Land Use Map, i.e., a 55-and-older residential, individually-owned condominium or detached units; an ACLF, and an independent living facility (hereinafter "Approved Land Uses") shall be fixed in the locations designated on the Land Use Map and may not be altered absent an amendment to this Agreement. Notwithstanding the City's approval of the Land Use Map, Developer/Owner shall have the obligation to further submit and obtain the City's approval of a final site plan, final engineering plans, and subdivision, as and to the extent applicable by City Code. The submittals shall be consistent with the Land Use Map in all material respects and in compliance with the City Code. Developer/Owner acknowledges and agrees that the Land Use Map was not presented to the City with specific surveyed dimensions for the design and location of any buildings and infrastructure, and that during the final site plan, final engineering, or platting process such details shall be submitted to the City for consideration and dimensions shall be surveyed, duly engineered, and provided to the City for consideration under applicable City Codes. As such, Developer/Owner and the City agree that the Land Use Map is subject to reasonable boundary adjustments at the final site plan, final engineering, or platting phase in order to bring the Project into full compliance with the City Code. The Land Use Map is intended to be the general blueprint which establishes the Approved Land Uses for future physical development of the Property. The Land Use Map shall also serve as a necessary and material guide

for future permit applications and permitting. Specifically, the development of the Property shall also be subject to the following conditions:

(a) The 55-and-older units shall be individually owned, single story detached dwelling units or condominium units, and if said units are developed as condominiums, the units shall be in buildings with no more than four dwelling units per building. The dwelling units shall meet the minimum living area requirements of the City Code. The 55-and-older units shall be a deed restricted community with appropriate covenants to ensure the units remain a 55-and-older community. In addition, Developer/Owner agrees that the covenants shall also include a minimum 1-year rental restriction applicable to each dwelling unit, except that such restriction shall not prohibit short-term vacation rentals that are established by unit owners, from time to time, in accordance with all applicable local and state laws.

(b) Independent living units shall be developed with no more than four units per building, and all such buildings shall be single-story. Independent living units shall meet the minimum living area requirements for apartments in the RU-2-15 District, unless a Code amendment is approved amending such minimum living area requirements subsequent to the execution of this Agreement.

(c) The ACLF main facility shall be no more than two stories in height with a maximum of 120 assisted living units and shall house all of the communal facilities and areas utilized to provide services to the residents of the Property, such as commercial kitchens, visitors centers/clubhouses, storage facilities, offices, and other recreational and entertainment facilities.

(d) Developer/Owner and the City recognize that the component parts of the proposed Project will likely share common project infrastructure and facilities, such as common areas, roadways, stormwater and other utility facilities, and fences and walls. Developer/Owner agrees that during the site plan permitting process, Developer/Owner shall submit, as a condition of site plan approval, appropriate legal documentation to the City to support the future, perpetual maintenance of said

common areas, roadways and facilities.

3. Developer/Owner shall construct and maintain a six foot (6') buffer wall along the boundary of the Property buffering the 55-and-older units from the commercial property to the north as required by the City Code. In addition, a six foot (6') buffer wall shall be constructed and maintained along the southern boundary of the Property depicted as the ALF – Main Facility/Units area on the Land Use Map from the eastern edge of the large borrow area (approx. 16.79 acres) to the western edge of the most southern borrow area (approx. 2.26 acres) on the Property. Developer/Owner shall also provide a six foot (6') opaque fence on the western boundary of the Property and along the southern boundary of the Property on either side of the buffer wall, except that the opaque fence east of the buffer wall shall terminate at the boundary of the wetland (approx. 31.05 acres) depicted on the Land Use Map. Said wall and fence shall be permitted and constructed in accordance with the City Code. Upon construction, the wall and fence shall be maintained and kept in good order. The buffer wall and fence shall be in addition to landscaping requirements otherwise required by the City Code including, but not limited to, along the boundary of the Property.

4. Developer/Owner shall limit ingress and egress to SR 520.

5. Developer/Owner shall comply with all regulations and ordinances of Cocoa, Florida including, but not limited to, the City Code. This Agreement constitutes Developer/Owner's agreement to meet additional standards or restrictions in developing the Property. This Agreement provides no vested rights against changes to the Comprehensive Plan or land development regulations as they may apply to the Property.

6. This Agreement shall be binding and shall inure to the benefit of the successors or assigns of the parties and shall run with the subject Property unless or until rezoned and be binding upon any person, firm or corporation who may become the successor in interest directly or indirectly to the subject Property, and be subject to the above referenced conditions as approved by the City Council on October 10, 2017.

7. Violation of this Agreement will also constitute a violation of the Zoning Classification and this Agreement may be enforced by the Ordinances of Cocoa, Florida, as may be amended.

8. Conditions precedent. All mandatory conditions set forth in this Agreement mitigate

the potential for incompatibility and must be satisfied before Developer/Owner may implement the approved uses listed and depicted on the Land Use Map, unless stated otherwise. The failure to timely comply with any mandatory condition is a violation of this Agreement, constitutes a violation of the Zoning Classification and is subject to enforcement action as described in Paragraph 7 above.

9. The Developer/Owner hereby agrees and makes the following representations and warranties to the City:

(a) Developer/Owner is lawfully seized of the Property in fee simple and has full and lawful authority to execute this Development Agreement and bind the Property as set forth herein.

(b) The Property is free of all other encumbrances, including mortgages and liens.

This Agreement shall be recorded by the City and shall perpetually burden the Property unless amended or terminated by the Parties. This Agreement will, when duly executed and delivered by the City and Developer/Owner and recorded in the Public Records of Brevard County, Florida, constitute a legal, valid and binding obligation enforceable against the parties hereto and the Property in accordance with the terms and conditions of this Agreement.

10. The City and Developer/Owner hereby each represent and warrant to the other that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. Developer/Owner represents that it has voluntarily and willfully executed this Agreement for purposes of binding the Property to the terms and conditions set forth in this Agreement.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that venue shall be exclusively in Brevard County, Florida, for all state disputes or actions which arise out of or are based upon this Agreement, and in Orlando, Florida, for all federal disputes or actions which arise out of or are based upon this Agreement.

12. This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto (or their successors or assigns) and approved by the City Council.

13. This Agreement and all attached exhibits hereto supersedes any other agreement,

oral or written, regarding the Property and contains the entire agreement between the City and Developer/Owner as to the subject matter hereof. The Exhibits attached hereto and referenced herein are hereby fully incorporated herein by this reference.

14. If any provision of this Agreement shall beheld to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

15. This Agreement shall become effective upon approval by the City Council and execution of this Agreement by both parties hereto. This Agreement is not binding upon the City unless approved by the City Council and executed by the Mayor.

16. The relationship of the parties to this Agreement is contractual and Developer/Owner is an independent contractor and not an agent of the City. 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.

17. 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).

18. Developer/Owner agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

19. The parties hereby agree and acknowledge that they have both participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the

interpretation to this Agreement in the event of a dispute between the parties.

20. This Agreement is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.

21. Strict compliance shall be required with each and every provision of this Agreement. The parties agree that failure to perform the obligations provided by this Agreement shall result in irreparable damage and that specific performance of these obligations may be obtained by a suit in equity.

22. In connection with any arbitration or litigation arising out of this Agreement, each party shall bear their own attorney's fees and costs.

23. Nothing herein shall limit the City's authority to grant or deny any development permit applications or requests subsequent to the effective date of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Developer/Owner or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction. Without imposing any limitation on the City's police powers, the City reserves the right to withhold, suspend, or terminate any and all certificates of occupancy for any building or unit if Developer/Owner is in breach of any term and condition of this Agreement.

24. Should either party desire to declare the other party in default of any term and condition of this Agreement, the non-defaulting party shall provide the defaulting party a written notice of default. The written notice shall, at a minimum, state with particularity the nature of the default, the manner in which the default can be cured, and a reasonable time period of not less than thirty (30) days in which the default must be cured. No action may be taken in a court of law on the basis that a breach of this Agreement has occurred until such time as the requirements of this paragraph have been satisfied.

25. Unless termination of this Agreement is expressly authorized elsewhere in this Agreement, this Agreement may be terminated by mutual written agreement of the parties.

IN WITNESS THEREOF, the parties hereto have caused these presents to be signed all as of the date and year first written above.

ATTEST

Carie Shealy, MMC, City Clerk
(SEAL)

Mayor Henry U. Parrish
As approved by the Council on: 10/10/17

(Please note: You must have two witnesses and a notary for each signature required. The notary may serve as one witness.)

WITNESSES:

Steven Bridge II

Steven Bridge II
(Witness Name typed or printed)

Kenneth MacDonald

Kenneth MacDonald
(Witness Name typed or printed)

2075 W. King Street Land Trust

The Law Offices of
C. W. Wickersham Jr., P.A.
2720 Park Street, Suite 205
Jacksonville Florida 32205
(Address)

Trustee

Christopher W. Wickersham, Jr.
Chris Wickersham

STATE OF FLORIDA)
ss:
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 11th day of ~~September~~ October, 2017, by Chris Wickersham, Trustee of 2075 W. King Street Land Trust, who is ~~personally known to me~~ or who has produced _____ as identification.

Kenneth G MacDonald
Notary Public

My Commission expires:
SEAL
Commission No.:

Kenneth G MacDonald
(Name typed, printed or stamped)

KENNETH G. MACDONALD
MY COMMISSION # GG 051229
EXPIRES: November 29, 2020
Bonded Thru Notary Public Underwriters

EXHIBIT A

DESCRIPTION:

A PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD 520 A (200 FOOT WIDE RIGHT OF WAY) (SAID PARCEL KNOWN AS TAX PARCEL 265) TOGETHER WITH THE EAST 3/4 OF NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST (SAID PARCEL KNOWN AS TAX PARCEL 500) TOGETHER WITH THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, (SAID PARCEL KNOWN AS TAX PARCEL 751) AFORE DESCRIBED PARCELS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, THENCE RUN S 89°13'53" W., ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, A DISTANCE OF 1341.76 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST., SAID CORNER BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED HEREIN; THENCE RUN S 00°05'05"E., ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1349.83 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST OF SAID SECTION 31; THENCE RUN S 89°31'57" W., ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1335.46 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE RUN S 89°40'03" W., ALONG THE SOUTH LINE OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1997.58 FEET TO THE SOUTHWEST CORNER OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE RUN N 00°07'43" E., ALONG THE WEST LINE OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1327.67 FEET TO THE NORTHWEST CORNER OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE RUN N 89°13'53" E., ALONG THE NORTH LINE OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 662.29 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE RUN N 00°04'44" W., ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 960.96 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 520, A (200 FOOT WIDE RIGHT OF WAY); THENCE RUN S 89°43'50" E., ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1320.29 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4585, PAGE 1136, OF THE PUBLIC RECORDS OF SAID BREVARD COUNTY, FLORIDA; THENCE RUN S 00°20'11" E., ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 937.00 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED OFFICIAL RECORDS BOOK 4585, PAGE 1136, OF SAID PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N 89°13'53" E., ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1341.42 TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 131.23 ACRES MORE OR LESS.

OR BK 8013 PG 2898

LEGEND – PROJECT LAND USE AREAS

1 COMMERCIAL – MINI STORAGE PROJECT

2 RESIDENTIAL – 55+ PROJECT

3 ALF – MAIN FACILITY/UNITS

4 ALF – INDEPENDENT LIVING UNITS

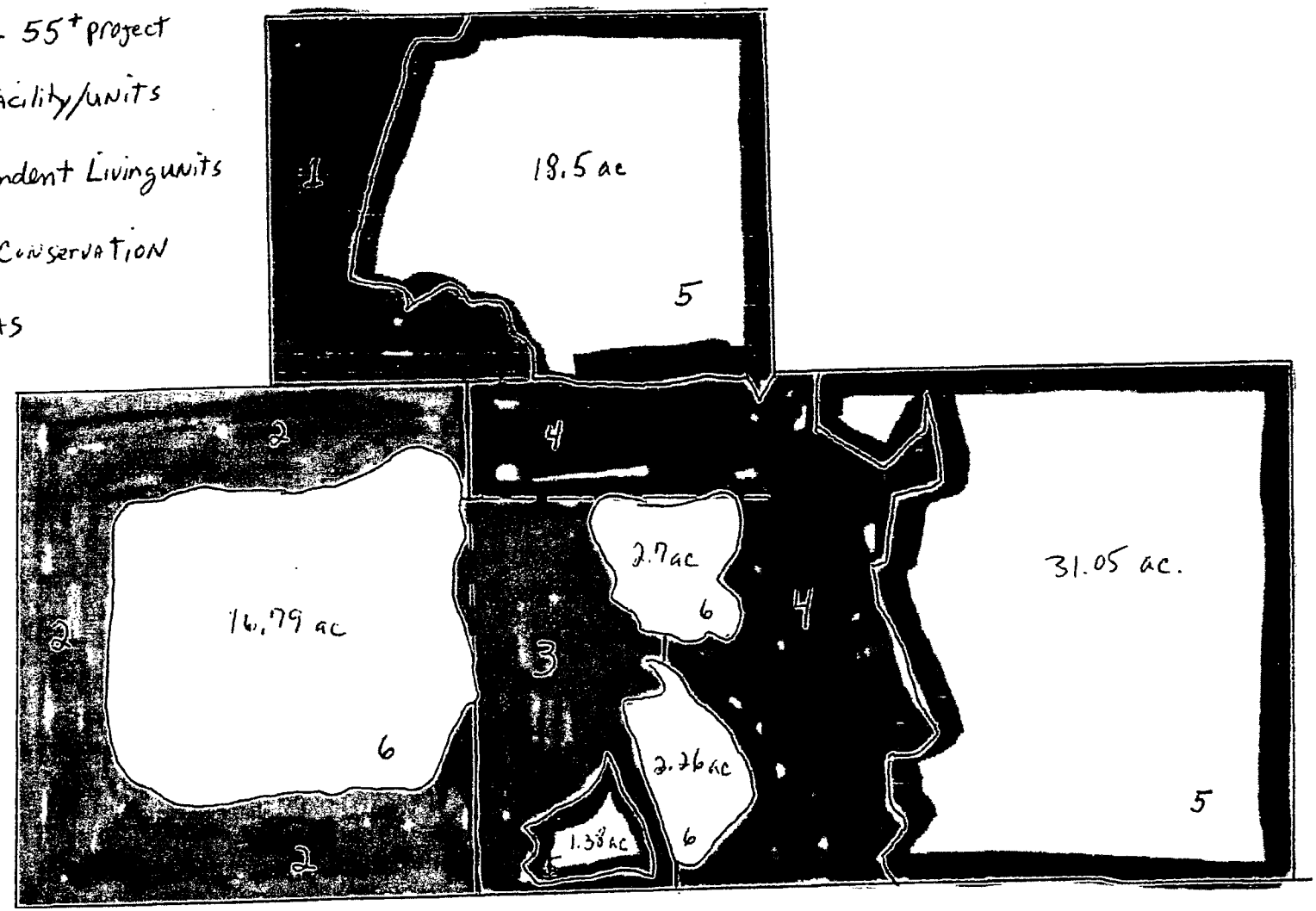
5 WETLANDS/CONSERVATION

6 BORROW AREAS

0 200 400

FEET APPROX.

NOT DRAWN TO SCALE



LAND USE MAP

CITY OF COCOA

EXHIBIT "B"

N

DATE: OCTOBER 10, 2017

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:
Anthon□Garganese
Cit□Attorne□of Cocoa
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Aven□e, S□ite 2000
Orlando, FL 32802
(407) 425-9566

ADDENDUM TO BINDING DEVELOPMENT AGREEMENT
2075 W King Street

THIS ADDENDUM TO THE BINDING DEVELOPMENT AGREEMENT ("Addendum"), is entered into this □□□□da□of Fe□r□ar□, 2019, □etween the CITY OF COCOA, FLORIDA, a Florida municipal corporation (the "City"), and 2075 W. KING STREET LAND TRUST and s□ccessors (the "Developer/Owner").

RECITALS:

WHEREAS, Develo□er/Owner owns □ro□ert□so□th of SR 520 in the Cit□, Brevard Co□nt□, Florida, with Tax Parcel ID 24-36-31-00-265, □ore □artic□larl□and legall□descri□ed in **Exhibit A** attached hereto and incor□orated herein □□this reference (the "Property")□and

WHEREAS, Develo□er/Owner and the Cit□ entered into a Binding Develo□□ent Agree□ent on Octo□er 17, 2017, which was recorded in the P□□lic Records of Brevard Co□nt□, Book 8013, Page 2889 on October 27, 2017 (the "Agreement"), governing the f□t□re develo□□ent of the Pro□ert□□and

WHEREAS, the Agree□ent was a□□roved □□the Cocoa Cit□ Co□ncil as a condition of certain Zoning A□□rovals, na□el□a Co□ □rehensive Plan F□t□re Land Use A□end□ent fro□ Low Densit□Residential to Medi□□ Densit□Residential and Conservation and a rezone fro□ RR-1 to RU 2-15 for a □ortion of the Pro□ert□, and as f□rther defined in the Agree□ent□and

WHEREAS, the Develo□er/Owner agreed to develo□ a □ortion of the Pro□ert□ as a co□ □ination of 55-and-older residential, individ□all□-owned condo□ini□□s or detached □nits□an

Ad□lt Congregate Living Facilit□ (ACLF)□and an inde□endent living facilit□, as de□icted on the "Land Use Map" attached as Exhibit B to the Agreement; and

WHEREAS, the Develo□er/Owner has re□□ested this Addend□□ to eli□inate the co□ □it□ent to develo□ a □ortion of the Pro□ert□ as □rovided in the Agree□ent and instead develo□ a □ortion of the Pro□ert□with an a□art□ent facilit□with no □ore than 312 a□art□ent □nits, as f□rther defined herein□and

WHEREAS, the a□art□ent □nits shall □e □arket rate rentals, and the Project shall □e □rivatel□ financed s□ch that the Develo□er/Owner shall not seek tax credit financing or other for□al of local, state or federal govern□ent financial assistance for the constr□ction of the Project□ and

WHEREAS, the Cit□ is a□thorized to reg□late develo□□ent of the Pro□ert□, and this Addend□□ is entered into □□rs□ant to the Florida M□nici□al Ho□e R□le Powers Act□and

NOW, THEREFORE, the □arties agree as follows:

1. The foregoing recitals are here□□ incor□orated herein as a □aterial □art of this Agree□ent.

2. Sections 2 and 3 and Exhibit B of the Agreement, the "Land Use Plan," are here□□ deleted in their entiret□and re□laced with the following. A new Exhi□it B is attached hereto and incor□orated herein □□this reference as descri□ed □elow.

2. In accordance with the ter□s and conditions of this Addend□□, the Develo□er/Owner re□resents and warrants to the Cit□that it will ex□editio□sl□develo□ a □ortion of the Pro□ert□, at its ex□ense, into a □ □lti-fa□il□a□art□ent facilit□with □□to 312 apartment units (the "Project"). The City and Developer/Owner agree that the Project shall incl□de □ □lti-fa□il□ a□art□ent □□ildings, a cl□□ho□se, a car wash, and other □□ildings necessar□ to serve the Project, as generall□ de□icted on the Conce□t Plan which is attached hereto and f□ll□incor□orated herein as **Exhibit B** ("Concept Plan"). The Conce□t

Plan is intended to □e the general □l□e□rint which de□icts ke□ as□ects of the f□t□re □h□sical develo□□ent of the Pro□ert□. The Conce□t Plan shall also serve as a necessar□ g□ide for f□t□re □er□it a□□lications and □er□itting.

The Project shall □e develo□ed consistent with and in s□□stantial confor□ance to the Conce□t Plan. The Develo□er/Owner shall have the o□ligation to f□rther s□□□it and obtain the City's approval of final engineering and a site □lan, flood□lain develo□□ent □er□it, site develo□□ent □er□it, □□ilding □er□its, and an□ other □er□it or a□□roval re□□ired □□ the Cit□ Code of Cocoa (the "City Code"). The Cit□ and Owner ex□ressl□ acknowledge and agree that the Conce□t Plan attached as Exhi□it B was □re□ared □rior to a□□lication for a flood□lain develo□□ent □er□it or a□□roval and s□□□ittal of attendant engineering □lans. Therefore, while the Cit□ recognizes this Conce□t Plan □a□ □e □odified slightl□ to acco□□odate necessar□ changes related to drainage and flood storage, an□ s□ch □odification □a□ not incl□de (a) a different □se of the Pro□ert□□(□) an increase in the □ro□osed n□□ □er of □nits□(c) a red□ction in the re□□ired a□enities as □rovided in Section 3 □elow□or (d) a deviation fro□ an□condition □rovided in this Section. Exce□t as □rovided a□ove, these □odifications shall □e allowed as long as the□ are consistent with develo□□ent standards noted in this Agree□ent and □reserve the general character of the develo□□ent shown on the Conce□t Plan. Develo□er/Owner f□rther acknowledges and agrees that the Conce□t Plan was not □resented to the Cit□ with final s□ecific s□rve□ed di□ensions for the design and location of an□ □□ildings and infrastr□ct□re, and that d□ring the final site □lan and final engineering □rocess, s□ch details shall □e s□□□itted to the Cit□ for consideration and di□ensions shall □e s□rve□ed, d□l□ engineered, and □rovided to the Cit□ for consideration □nder a□□lica□le Cit□ Codes. The Owner shall □e solel□ res□onsi□le for o□taining an□ and all necessar□ local and state □er□its incl□ding, □□t not li□ited to, □□ilding and environ□ental □er□it a□□rovals which

are re□□ired in order to □er□ it the Project in co□ □liance with local, state, and federal law. The Owner shall □e res□onsi□le for all recording fees associated with this Agree□ ent.

Within six (6) □onths fro□ the Effective Date of this Agree□ ent, the Develo□er/Owner, at its ex□ense, shall □re□are and file all re□□ired a□□lications, infor□ ation, and engineering □lans with the Cit□ of Cocoa that are necessar□ to o□tain flood□lain develo□□ ent a□□roval, final site □lan, and final engineering a□□roval for the Project consistent with the Conce□t Plan. The Owner shall o□tain a□□roval of the site □lan within twelve (12) □onths of the Effective Date of this Agree□ ent. If the Project fails to o□tain s□ch final a□□roval fro□ the Cit□ (a/k/a - a final develo□□ ent order) within the aforesaid twelve (12) □onths, the Cit□ shall have the right to declare the Owner in defa□lt □□rs□ant to Section 24 of the Agree□ ent, as a□ ended herein. If the Owner does not c□re the defa□lt within the c□re □eriod, the Cit□ shall have the right, □□t not o□ligation to, ter□ inate this Agree□ ent witho□t □enalt□ as □rovided herein.

The Project shall f□rther □e s□□ject to the following conditions:

a. The a□art□ ent □nits shall □ eet the □ ini□ □□ living area re□□ire□ ents for a□art□ ents in the RU-2-15 District.

□. The a□art□ ent and co□ □ □nal □□ildings shall □e no □ ore than thirt□-five (35) feet in height.

c. No develo□□ ent, other than □□ffer walls or fences, shall □e □er□ itted on the west side of the existing 16.79-acre lake (for□ er □orrow □it).

3. The Develo□er/Owner shall □e s□ecificall□ re□□ired to develo□ the Project to incl□de certain a□ enities, which shall □e □ aintained in good and working condition thro□gho□t the life of the Project, shall □e of ade□□ate size to service the intended n□□ □er of residential □nits, and shall □e incor□orated into the final site □lan:

a. The Develo□er/Owner agrees to incl□de a cl□□ho□se with an

exercise/workout room, sauna, business center, and “party room” that may be reserved □□residents for events□swi□ □ing □ool□□la□gro□nd□dog □ark□car wash□ sidewalk aro□nd the interior retention □ond□and two (2) electric car charging stations□

□. The Develo□er/Owner agrees to incor□orate the □se of energ□ efficient lighting s□ste□s, ins□lation and ENERGY STAR rated windows, low-flow water fixt□res, □odern heat □□□ □s, and energ□-efficient HVAC s□ste□s□

c. Developer/Owner shall construct and maintain a six foot (6’) □□ffer wall along the so□thern □o□ndar□ of the Pro□ert□ fro□ the □oint of the western □o□ndar□ of Tax Parcel ID 24-36-31-00-506 to the western edge of the Conservation area on the Pro□ert□, exce□t that a fence □a□□e □rovided within the nat□ral gas ease□ent area, if necessar□ to acco□ □odate s□ch ease□ent. A six foot (6’) □□ffer wall shall also □e constr□cted and □aintained along the northern □o□ndar□ of the Pro□ert□ to the western edge of the drivewa□ entrance. F□rther, a six foot (6’) o□a□□e fence shall □e constr□cted and □aintained along the □o□ndar□ □etween the co□ □ercial and RU-2-15 zoning on the Pro□ert□, fro□ the eastern edge of the drivewa□ entrance to the western edge of the Conservation area, □rovided that Develo□er/Owner acknowledges and agrees that f□t□re develo□□ent on the co□ □erciall□-zoned □ortion of the Pro□ert□ shall re□□ire an additional or re□lace□ent □□ffer, in the for□ of a wall or other vegetative □□ffer, □□on re□□est of the Cit□and □rovided that a□□lica□le environ□ental □er□its □a□ □e o□tained. Develo□er/Owner shall also constr□ct and □aintain a six foot (6’) o□a□□e fence on the western □o□ndar□ of the Pro□ert□ and along the so□thern □o□ndar□ of the Pro□ert□ where the □□ffer wall is not re□□ired. Said walls and fences shall □e □er□itted and constr□cted in accordance with the Cit□Code. U□on

constr□ction, the walls and fences shall □e □aintained and ke□t in good condition. The □□ffer walls and fences shall □e in addition to landsca□ing re□□ire□ents otherwise re□□ired □□ the Cit□ Code incl□ding, □□t not li□ited to, along the □o□ndar□ of the Pro□ert□.

d. The Develo□er/Owner shall install f□ll-c□toff, low-light e□itting or LED streetlights and o□tdoor lighting fixt□res, s□□ject to a□□roval □□ Florida Power and Light as a□□lica□le.

e. The Develo□er/Owner shall reserve a □ini□ □□ of three (3) two-□edroo□ a□art□ent □nits for Cit□ law enforce□ent officers to □e rented at a fift□ □ercent (50□) disco□nted rate, to □e □ade availa□le on a first-co□e, first-serve □asis, at the ti□e of initial leasing □ntil there are no other two-□edroo□ a□art□ents availa□le at the facilit□. In addition, the Develo□er/Owner shall □rovide a lease □reference a□ove other tenant a□□licants to Cit□ law enforce□ent officers and firefighters, along with EMS and local school teachers, on a first-co□e, first-serve □asis as long as it does not violate Federal Fair Ho□sing stat□tes.

3. Section 24 of the Agree□ent is here□□ a□ended as follows:

24. Sho□ld either □art□ desire to declare the other □art□ in defa□lt of an□ ter□ and condition of this Agree□ent, the non-defa□lting □art□ shall □rovide the defa□lting □art□ a written notice of defa□lt. The written notice shall, at a □ini□ □□, state with □artic□larit□ the nat□re of the defa□lt, the □anner in which the defa□lt can □e c□red, and a reasona□le ti□e □eriod of not less than thirt□ (30) da□s in which the defa□lt □ □st □e c□red. No action □a□□e taken in a co□rt of law on the □asis that a □reach of this Agree□ent has occ□rred □ntil s□ch ti□e as the re□□ire□ents of this □aragra□h have □een satisfied. If Develo□er/Owner shall fail to c□re s□ch defa□lt within the C□re Period, then the Cit□ □a□, in its sole discretion and witho□t □enalt□, exercise an□ of its rights and re□edies □rovided

□□law or in this Agree□ent incl□ding, □□t not li□ited to, ter□ination. U□on ter□ination for an□ reason, the Cit□ □a□ initiate a Co□ □rehensive Plan designation a□end□ent and rezoning of the Pro□ert□ to the □re-Zoning A□□roval designation and zoning district, the advertising and noticing costs of which shall □e □orne □□ the Develo□er/Owner.

4. A new Section 26 is here□□ added to the Agree□ent:

26. The Develo□er/Owner acknowledges and agrees that the Cit□ has ado□ted Residential Rental Standards in Cha□ter 6, Article VI of the Cit□ Code. The □□r□ose of these Residential Rental Standards is to □rotect the □□□lic health, safet□, □orals, and welfare of the Cit□ □□ a□thorizing and esta□lishing □roced□res for the ins□ection of residential rental dwelling □nits in order to deter□ine co□ □liance with all a□□lica□le □□ilding, ho□sing, health, and □ro□ert□ □aintenance codes and the □rovisions of s□ch Article VI□to esta□lish □ini□ □□ standards to □ake residential rental □nits fit for h□□ an ha□itation, occ□□anc□ and □se□to fix certain res□onsi□ilities and d□ties □□on owners and o□erators of residential rental □nits□ to □reserve the val□e of land and str□ct□res thro□gho□t the Cit□□and to fix □enalties and □rovide re□edies for violations of s□ch Article VI. The Develo□er/Owner shall □e re□□ired to co□ □l□with all re□□ire□ents of s□ch Article VI, incl□ding registration re□□ire□ents, and shall □er□it, witho□t o□jection, □ro□erl□-noticed ins□ections for the □□r□oses and in the □anner □rovided in Article VI.

5. All other ter□s and conditions of the Agree□ent not inconsistent with the □rovisions herein shall re□ain in f□ll force and effect.

IN WITNESS WHEREOF, the □arties hereto attached their hands and seals on the dates set forth □elow.

Signed, sealed and delivered in the □resence of: **CITY OF COCOA, FLORIDA**

By: ______________________________
John A. Titkanich, **Jr., City Manager**

Date: ______________________________

Attest:
By: ______________________________
Carie Sealy, MMC

____
Witness 1

____
Print Name of Witness 1

____
Witness 2

____
Print Name of Witness 2

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this _____ day of _______________, 2019 by John A. Titkanich, Jr., City Manager of the City of Cocoa, on behalf of the City of Cocoa. He is personally known to me and did not take an oath.

____
Notary Public

Commission No.: _______________

2075 W. KING STREET LAND TRUST

By: ______________________________
Trustee

Print name: ____________________

Date: ______________________________

Signed, sealed and delivered in the presence of:

____
Witness 1

____
Print Name of Witness 1

____
Witness 2

____
Print Name of Witness 2

STATE OF FLORIDA

COUNTY OF ________________

The foregoing instrument was acknowledged before me this _____ day of ________________, 2019 by ____________________________, as trustee of 2075 W. King Street Land Trust. He is ___ personally known to me or ___ produced the following identification ________________ and did not take an oath.

____
Notary Public

Commission No.: ______________

EXHIBIT A
Legal Description of Property

DESCRIPTION:

A PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD 520 A (200 FOOT WIDE RIGHT OF WAY) (SAID PARCEL KNOWN AS TAX PARCEL 265) TOGETHER WITH THE EAST 3/4 OF NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST (SAID PARCEL KNOWN AS TAX PARCEL 500) TOGETHER WITH THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, (SAID PARCEL KNOWN AS TAX PARCEL 751) AFORE DESCRIBED PARCELS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, THENCE RUN S 89°13'53" W., ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, A DISTANCE OF 1341.76 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST., SAID CORNER BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED HEREIN; THENCE RUN S 00°05'05"E., ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1349.83 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST OF SAID SECTION 31; THENCE RUN S 89°31'57" W., ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1335.46 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE RUN S 89°40'03" W., ALONG THE SOUTH LINE OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1997.58 FEET TO THE SOUTHWEST CORNER OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE RUN N 00°07'43" E., ALONG THE WEST LINE OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1327.67 FEET TO THE NORTHWEST CORNER OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE RUN N 89°13'53" E., ALONG THE NORTH LINE OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 662.29 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE RUN N 00°04'44" W., ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 960.96 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 520, A (200 FOOT WIDE RIGHT OF WAY); THENCE RUN S 89°43'50" E., ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1320.29 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4585, PAGE 1136, OF THE PUBLIC RECORDS OF SAID BREVARD COUNTY, FLORIDA; THENCE RUN S 00°20'11" E., ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 937.00 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED OFFICIAL RECORDS BOOK 4585, PAGE 1136, OF SAID PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N 89°13'53" E., ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1341.42 TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 131.23 ACRES MORE OR LESS.

EXHIBIT B
Concept Plan



SITE PLAN

CONCEPT - C

NORTH

0 150' 300'

GRAPHIC SCALE
SCALE: 1" = 150'
HALF SIZE: 1" = 300'

PROJECT CONTACTS:

OWNER:	ENGINEER & SURVEYOR:
JUSTON TRIMBACK	MORGAN & ASSOCIATES
TRIMCOR, LLC	CONSULTING ENGINEERS, INC
P.O. BOX 518	504 NORTH HARBOR CITY BLVD.
PHENIX CITY, AL 36868	MELBOURNE, FL 32935
PHONE: (334) 480-4001	PHONE: (321) 751-6088

SITE DATA:

PROPERTY INFORMATION

ADDRESS:	- NOT YET ASSIGNED - COCOA, FLORIDA 32922
	TOWNSHIP 24 SOUTH, RANGE 36 EAST, SECTION 31
PARCEL ID:	24-36-31-00-265
TAX ID:	2423993
ZONING:	RU 2-15 w/ BINDING DEVELOPMENT AGREEMENT
PARCEL AREA:	±130.66 ACRES

BUILDING DATA:

BUILDING #:	BUILDING TYPE	UNIT QTY.
2	2 & 3 BEDROOM UNIT	24
3	2 & 3 BEDROOM UNIT	24
4	2 & 3 BEDROOM UNIT	24
5	2 & 3 BEDROOM UNIT	24
6	2 & 3 BEDROOM UNIT	24
7	2 & 3 BEDROOM UNIT	24
8	2 & 3 BEDROOM UNIT	24
9	2 & 3 BEDROOM UNIT	24
10	1 BEDROOM UNIT	24
11	2 & 3 BEDROOM UNIT	24
12	2 & 3 BEDROOM UNIT	24
13	2 & 3 BEDROOM UNIT	24
14	1 BEDROOM UNIT	24
1	CLUB HOUSE	N/A
15	CAR WASH STRUCTURE	N/A
16	MAINTENANCE BLDG.	N/A
17	MAIL BOX STRUCTURE	N/A
18	GARAGE	N/A
19	GARAGE	N/A
20	GARAGE	N/A
21	GARAGE	N/A
22	GARAGE	N/A
		312 UNITS TOTAL

PARKING DATA:

REQUIRED

1 BEDROOM UNIT 1.5 PARKING SPACES PER DWELLING	
48 UNITS x 1.5 =	72 SPACES REQUIRED
2 BEDROOM UNIT 2 PARKING SPACES PER DWELLING	
264 UNITS x 2 =	528 SPACES REQUIRED
TOTAL PARKING SPACES REQUIRED	598

PROVIDED

STANDARD PARKING SPACES	567
GARAGE PARKING SPACES	40
HANDICAPPED PARKING SPACES	28
TOTAL PARKING SPACES PROVIDED	635

PRELIMINARY

Revision	Date:	Designed:	AK
	08/21/2018	Drawn:	DD
	08/21/2018	Checked:	AK
	09/22/2018		

COCOA GRAND

CONCEPT PLAN - C

MORGAN & Associates
Consulting Engineers, Inc.
Civil Engineers and Land Surveyors - E.B. # 7903 / L.B. #7040
504 North Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-6088 Fax (321) 751-6089

Project #: 2018-077
Drawing #: CONCEPT
Scale:
Horiz. 1"=150'
Vert. N/A
Sheet #:

C-1

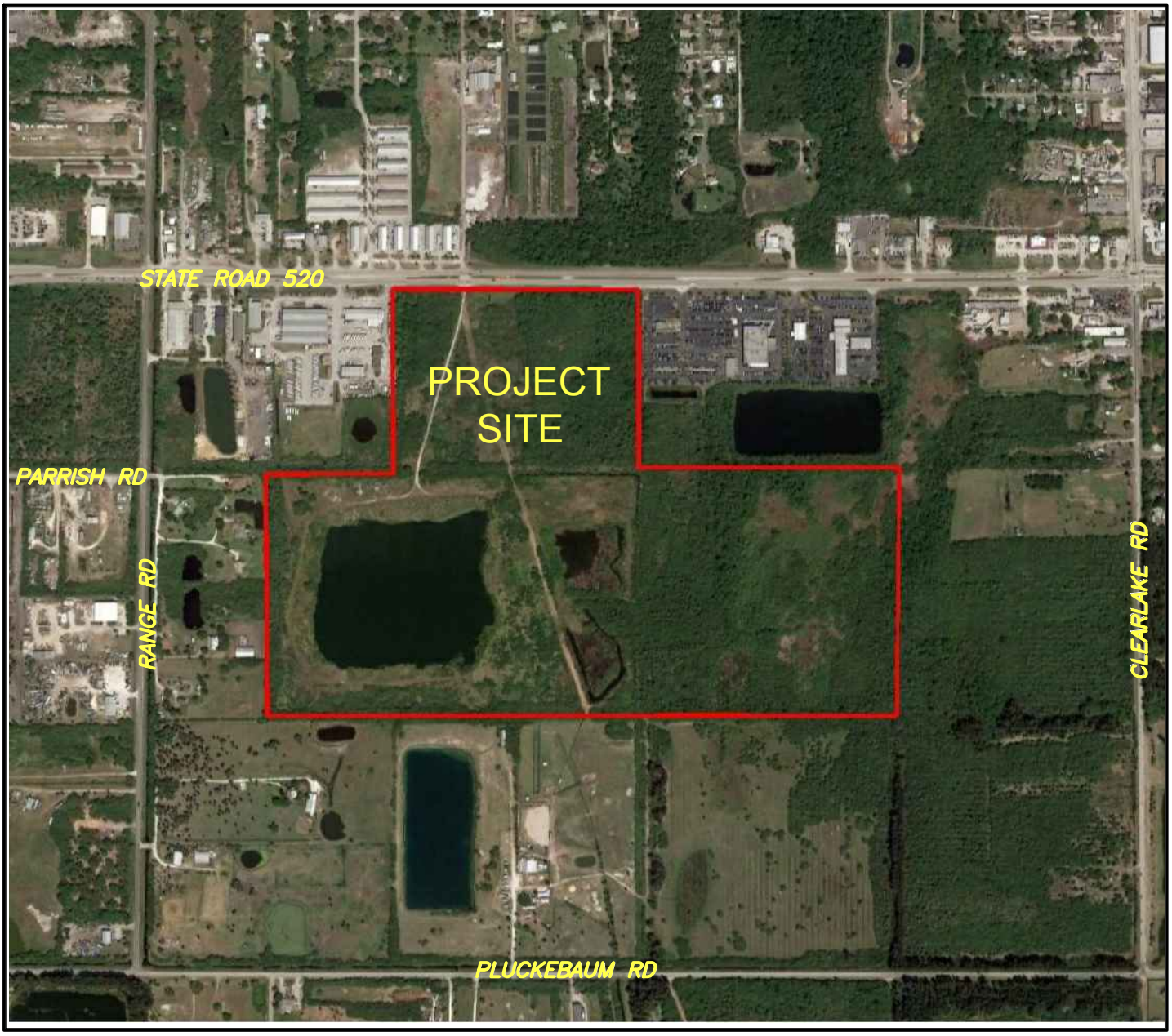
Sheet 1 of 1

Steven J. Morgan P.E. FL. Reg. #50632
Andreas H. Kirbach P.E. Fl. Reg. #49431

Date:

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NTS



SOURCE: GOOGLE EARTH PRO

AERIAL MAP FOR COCOA GRAND SR 520

COCOA, BREVARD COUNTY, FL

PROJECT #: 2018-77 DRAWN BY: LLM DATE: 01/30/2019

MORGAN & Associates
Consulting Engineers, Inc.
504 N.Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-6088 Fax (321) 751-6089
E.B. # 7903/ L.B. # 7040

Classified Ad Receipt
(For Info Only - NOT A BILL)

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0003354121
Pymt Method Invoice
Net Amt: $167.76

Run Times: 1

No. of Affidavits: 1

Run Dates: 01/25/19

Text of Ad:

AD#3354121, 1/25/2019
CITY OF COCOA
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING
BOARD/LOCAL PLANNING AGENCY
AND THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER
THE FOLLOWING:

AN ADDENDUM TO A BINDING DEVEOPMENT AGREEMENT BETWEEN THE CITY OF COCOA, FLORIDA AND 2075 W. KING STREET LAND TRUST TO ALLOW THE DEVELOPER TO CONSTRUCT A MAXIMUM OF 312 APARTMENTS AND RELATED AMENITIES ON A PARCEL OF LAND (TAX PARCEL ID: 24-36-31-00-265) TOTALING 130.66 ACRES AND LOCATED ON THE SOUTH SIDE OF W. KING STREET BETWEEN RANGE ROAD AND CLEARLAKE ROAD.

PLANNING & ZONING BOARD/ LOCAL
PLANNING AGENCY
PUBLIC HEARING
WILL BE HELD ON FEBRUARY 6, 2019
AT 6:00 P.M. OR SOON THEREAFTER IN
THE COCOA CITY HALL
COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

CITY COUNCIL WILL CONSIDER THE
DEVELOPMENT AGREEMENT ON
FEBRUARY 13, 2019
AT 6:00 P.M. OR SOON THEREAFTER IN
THE COCOA CITY HALL
COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

Said Development Agreement may be inspected by the public at the City Clerk's Office, located at 65 Stone Street, Cocoa, Florida, prior to the public hearings. Interested members of the public may appear at the public hearings and be heard with respect to the proposed Development Agreement.

The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising. Any person who decides to appeal any decision of the City Council with respect to any matter considered at these meetings will need a record of the proceedings and, for such purposes, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

School Board of Brevard County
2700 Judge Fran Jamieson Way • Viera, FL 32940-6699
Mark W. Mullins, Ed.D., Superintendent

Brevard Public Schools

February 4, 2019

Ms. Dodie Selig, AICP
City of Cocoa
Community Services
Planning & Zoning Manager
65 Stone Street
Cocoa, Florida 32922

RE: Proposed Cocoa Grand Apartments Development
School Capacity Availability Determination Letter SCADL-2019-04

Dear Ms. Selig,

We received a completed *School Facility Planning & Concurrency Application* for the referenced development. The subject property consists of Parcel ID 24-36-31-00-265 (Tax ID 2423993) containing approximately 130.66 acres in The City of Cocoa, Florida. Three Hundred-Twelve (312) multi-family dwelling units are planned for completion. The School Concurrency Determination of this proposed development has been undertaken and the following information is provided for your use.

The calculations used to analyze the prospective student impact are consistent with the methodology outlined in Section 13.2 of the *Interlocal Agreement for Public School Facility Planning & School Concurrency (ILA-2014)*. The following capacity analysis is performed using capacities/projected students as shown in the *Brevard County Public Schools Financially Feasible Plan for 2017-18 to 2022-23* which is attached for reference.

Multi-Family Units	312		
Students Generated	**Student Generation Rates**	**Calculated Students Generated**	**Rounded Number of Students Generated**
Elementary	0.27	84.24	84
Middle	0.06	18.72	19
High	0.1	31.2	31
Total	0.43		**134**

Planning & Project Management
Facilities Services
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FISH Capacity (including relocatables) from the Financially Feasible Plan Data and Analysis for School Years 2017-18 to 2021-22

School	2018-19	2019-20	2020-21	2021-22	2022-23
Saturn	976	976	976	998	1,020
McNair	611	611	611	611	611
Rockledge	1,689	1,689	1,689	1,689	1,689

Projected Student Membership

School	2018-19	2019-20	2020-21	2021-22	2022-23
Saturn	869	896	948	987	1,005
McNair	419	438	438	441	468
Rockledge	1,532	1,577	1,547	1,543	1,552

Students Generated by Previously Issued SCADL Reservations

School	2018-19	2019-20	2020-21	2021-22	2022-23
Saturn	-	-	-	-	-
McNair	6	25	31	31	31
Rockledge	64	90	109	109	109

Cumulative Students Generated by Proposed Development

School	2018-19	2019-20	2020-21	2021-22	2022-23
Saturn	-	42	84	84	84
McNair	-	9	19	19	19
Rockledge	-	16	31	31	31

Total Projected Student Membership (includes Cumulative Impact of Proposed Development)

School	2018-19	2019-20	2020-21	2021-22	2022-23
Saturn	869	938	1,032	1,071	1,089
McNair	425	472	488	491	518
Rockledge	1,596	1,683	1,687	1,683	1,692

Projected Available Capacity = FISH Capacity - Total Projected Student Membership

School	2018-19	2019-20	2020-21	2021-22	2022-23
Saturn	107	38	(56)	(73)	(69)
McNair	186	139	123	120	93
Rockledge	93	6	2	6	(3)

At this time Saturn Elementary School and Rockledge High School are not projected to have enough capacity for the total of projected and potential students from the Cocoa Grand Apartments development. Because there is a shortfall of available capacity in the concurrency service area of the Cocoa Grand Apartments development, the capacity of adjacent concurrency service areas must be considered. The adjacent elementary school concurrency service areas are Endeavour Elementary School, Golfview Elementary School, Cambridge Elementary School, Manatee Elementary School and Fairglen Elementary School. The adjacent high school concurrency service areas are Viera High School and Cocoa Jr./Sr. High School. A table of capacities of the *Adjacent Schools Concurrency Service Areas* that could accommodate the impacts of the Cocoa Grand Apartments development is shown:

FISH Capacity (including relocatables) from the Financially Feasible Plan Data and Analysis for School Years 2017-18 to 2021-22

School	2018-19	2019-20	2020-21	2021-22	2022-23
Golfview	777	777	777	777	777
Cocoa	1,782	2,052	2,052	2,052	2,052

Projected Student Membership

School	2018-19	2019-20	2020-21	2021-22	2022-23
Golfview	570	570	586	598	605
Cocoa	1,639	1,734	1,813	1,891	1,967

Students Generated by Previously Issued SCADL Reservations

School	2018-19	2019-20	2020-21	2021-22	2022-23
Golfview	6	17	30	30	30
Cocoa	-	19	19	19	19

Cumulative Students Generated by Proposed Development

School	2018-19	2019-20	2020-21	2021-22	2022-23
Golfview	-	42	84	84	84
Cocoa	-	16	31	31	31

Total Projected Student Membership (includes Cumulative Impact of Proposed Development)

School	2018-19	2019-20	2020-21	2021-22	2022-23
Golfview	576	629	700	712	719
Cocoa	1,639	1,769	1,863	1,941	2,017

Projected Available Capacity = FISH Capacity - Total Projected Student Membership

School	2018-19	2019-20	2020-21	2021-22	2022-23
Golfview	201	148	77	65	58
Cocoa	143	283	189	111	35

Considering the adjacent elementary school and high school concurrency service areas, there is sufficient capacity for the total projected student membership to accommodate the Cocoa Grand Apartments development. This letter is the official ***School Concurrency Availability Determination Letter (SCADL)*** for the Cocoa Grand Apartments development in accordance with Section 13.2(e) of the *Interlocal Agreement for Public School Facility Planning and School Concurrency (ILA)*. This letter will become binding and capacity will be reserved in Brevard Public Schools for the projected student membership impact of this development when the City of Cocoa determines final concurrency.

The School Capacity Reservation at the above schools is valid for 24 months from the date of this letter. At that time, if the project has not received approval from the City of Cocoa, a Time Extension application can be submitted to the School Board through the City of Cocoa. A maximum of 2 additional years can be requested. If the final plat approval has not been completed after the 2 year Time Extension is granted, a new application for School Concurrency must be submitted.

Also in accordance with Section 13.2(f) of the ILA, so that the school district can track capacity reservations, please provide notification:

1. When this residential development has received a Concurrency Evaluation Finding of Nondeficiency or functional equivalent.
2. The date the development order expires, is extended or is revoked.
3. When the concurrency reservations become vested.
4. When the school impact fees have been paid.

We appreciate the opportunity to review this proposed project. Please let us know if you require additional information.

Sincerely,

David G. Lindemann , AICP
Manager – Facilities Planning & Intergovernmental Coordination
Planning & Project Management, Facilities Services

Enclosure: *Brevard County Public Schools Financially Feasible Plan for 2017-18 to 2022-23*

Copy: Susan Hann, Assistant Superintendent of Facilities Services
File SCADL-2019-04

Brevard County Public Schools

Financially Feasible Plan To Maintain Utilization Rates Lower than the 100% Level of Service

Data and Analysis for School Years 2017-18 to 2022-23

Summary	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Highest Utilization Elementary Schools:	97%	97%	98%	99%	100%	100%
Highest Utilization Middle Schools:	85%	92%	100%	99%	99%	99%
Highest Utilization Jr / Sr High Schools:	90%	92%	88%	89%	92%	96%
Highest Utilization High Schools:	94%	96%	97%	98%	99%	99%

				School Year 2017-18			School Year 2018-19			School Year 2019-20			School Year 2020-21			School Year 2021-22			School Year 2022-23		
School	Type	Grades	Utilization Factor	FISH Capacity	10/13/17 Member-ship	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization
Elementary School Concurrency Service Areas																					
New Central Elementary	Elementary	K-6	100%	-	-	0%	-	-	0%	-	-	0%	870	681	78%	870	681	78%	870	681	78%
Allen	Elementary	PK-6	100%	751	669	89%	751	685	91%	751	692	92%	751	692	92%	751	696	93%	751	710	95%
Andersen	Elementary	K-6	100%	884	736	83%	884	753	85%	884	759	86%	884	773	87%	884	759	86%	884	765	87%
Apollo	Elementary	K-6	100%	902	877	97%	902	841	93%	946	929	98%	968	955	99%	1,012	1,008	100%	1,078	1,060	98%
Atlantis	Elementary	PK-6	100%	747	675	90%	747	718	96%	747	689	92%	747	682	91%	747	707	95%	747	710	95%
Audubon	Elementary	PK-6	100%	761	566	74%	761	554	73%	761	563	74%	761	545	72%	761	548	72%	761	550	72%
Cambridge	Elementary	PK-6	100%	765	680	89%	765	670	88%	765	679	89%	765	687	90%	765	691	90%	765	694	91%
Cape View	Elementary	PK-6	100%	548	380	69%	548	381	70%	548	368	67%	548	374	68%	548	359	66%	548	368	67%
Carroll	Elementary	K-6	100%	751	652	87%	751	662	88%	751	633	84%	751	622	83%	751	572	76%	751	546	73%
Challenger 7	Elementary	PK-6	100%	573	551	96%	595	578	97%	595	551	93%	595	536	90%	595	523	88%	595	502	84%
Columbia	Elementary	PK-6	100%	751	514	68%	751	467	62%	751	438	58%	751	439	58%	751	456	61%	751	477	64%
Coquina	Elementary	K-6	100%	693	590	85%	693	543	78%	693	588	85%	693	615	89%	693	653	94%	715	707	99%
Creel	Elementary	PK-6	100%	1,154	888	77%	1,154	906	79%	1,154	919	80%	1,154	944	82%	1,154	972	84%	1,154	990	86%
Croton	Elementary	PK-6	100%	795	578	73%	795	553	70%	795	582	73%	795	618	78%	795	648	82%	795	655	82%
Discovery	Elementary	PK-6	100%	980	572	58%	980	694	71%	980	672	69%	980	668	68%	980	673	69%	980	692	71%
Endeavour	Elementary	PK-6	100%	990	817	83%	990	739	75%	990	773	78%	990	789	80%	990	781	79%	990	789	80%
Enterprise	Elementary	K-6	100%	729	560	77%	729	585	80%	729	563	77%	729	541	74%	729	549	75%	729	552	76%
Fairglen	Elementary	PK-6	100%	797	686	86%	797	716	90%	797	763	96%	797	780	98%	797	796	100%	797	797	100%
Gemini	Elementary	K-6	100%	711	430	60%	711	438	62%	711	419	59%	711	414	58%	711	388	55%	711	380	53%
Golfview	Elementary	PK-6	100%	777	588	76%	777	570	73%	777	570	73%	777	586	75%	777	598	77%	777	605	78%
Harbor City	Elementary	PK-6	100%	629	391	62%	629	386	61%	629	392	62%	629	386	61%	629	392	62%	629	405	64%
Holland	Elementary	PK-6	100%	605	485	80%	605	485	80%	605	502	83%	605	498	82%	605	480	79%	605	484	80%
Imperial Estates	Elementary	K-6	100%	729	682	94%	729	638	88%	751	698	93%	773	734	95%	795	770	97%	795	789	99%
Indialantic	Elementary	K-6	100%	798	746	93%	798	764	96%	798	758	95%	798	767	96%	798	757	95%	798	770	96%
Jupiter	Elementary	PK-6	100%	930	755	81%	930	681	73%	930	719	77%	930	790	85%	930	859	92%	930	924	99%
Lockmar	Elementary	PK-6	100%	892	743	83%	892	699	78%	892	686	77%	892	670	75%	892	671	75%	892	689	77%
Longleaf	Elementary	PK-6	100%	790	613	78%	790	657	83%	790	668	85%	790	425	54%	790	421	53%	790	418	53%
Manatee	Elementary	K-6	100%	954	914	96%	954	923	97%	954	886	93%	954	907	95%	954	907	95%	954	891	93%
McAuliffe	Elementary	PK-6	100%	918	794	86%	918	753	82%	918	741	81%	918	715	78%	918	743	81%	918	750	82%
Meadowlane Intermediate	Elementary	3-6	100%	1,114	1,002	90%	1,114	853	77%	1,114	827	74%	1,114	796	71%	1,114	794	71%	1,114	806	72%
Meadowlane Primary	Elementary	K-6	100%	824	749	91%	824	638	77%	824	658	80%	824	664	81%	824	661	80%	824	655	79%
Mila	Elementary	PK-6	100%	707	494	70%	707	489	69%	707	482	68%	707	474	67%	707	470	66%	707	469	66%
Mims	Elementary	PK-6	100%	725	510	70%	725	399	55%	725	387	53%	725	405	56%	725	422	58%	725	438	60%
Oak Park	Elementary	PK-6	100%	972	892	92%	972	775	80%	972	776	80%	972	786	81%	972	813	84%	972	817	84%
Ocean Breeze	Elementary	PK-6	100%	654	527	81%	654	513	78%	654	503	77%	654	512	78%	654	503	77%	654	504	77%
Palm Bay	Elementary	PK-6	100%	1,005	632	63%	1,005	604	60%	1,005	574	57%	1,005	558	56%	1,005	547	54%	1,005	553	55%
Pinewood	Elementary	PK-6	100%	573	503	88%	573	496	87%	573	532	93%	595	588	99%	639	631	99%	683	664	97%
Port Malabar	Elementary	PK-6	100%	852	729	86%	852	680	80%	852	657	77%	852	621	73%	852	619	73%	852	624	73%
Quest	Elementary	PK-6	100%	1,038	1,000	96%	1,104	1,075	97%	1,236	1,217	98%	1,236	1,004	81%	1,236	1,019	82%	1,236	994	80%
Riviera	Elementary	PK-6	100%	777	681	88%	777	646	83%	777	678	87%	777	682	88%	777	687	88%	777	694	89%
Roosevelt	Elementary	K-6	100%	599	390	65%	599	393	66%	599	389	65%	599	378	63%	599	378	63%	599	367	61%
Sabal	Elementary	PK-6	100%	785	544	69%	785	535	68%	785	548	70%	785	557	71%	785	565	72%	785	573	73%
Saturn	Elementary	PK-6	100%	976	764	78%	976	869	89%	976	896	92%	976	948	97%	998	987	99%	1,020	1,005	99%
Sea Park	Elementary	PK-6	100%	461	317	69%	461	318	69%	461	340	74%	461	347	75%	461	358	78%	461	376	82%
Sherwood	Elementary	PK-6	100%	609	460	76%	609	442	73%	609	453	74%	609	393	65%	609	388	64%	609	392	64%
South Lake	Elementary	K-6	100%	529	-	0%	485	300	62%	485	300	62%	485	300	62%	485	300	62%	485	300	62%
Sunrise	Elementary	PK-6	100%	917	838	91%	917	813	89%	917	847	92%	917	891	97%	939	937	100%	1,005	987	98%
Suntree	Elementary	K-6	100%	755	686	91%	755	696	92%	755	713	94%	755	659	87%	755	631	84%	755	604	80%
Surfside	Elementary	K-6	100%	549	455	83%	549	465	85%	549	467	85%	549	474	86%	549	472	86%	549	486	89%
Tropical	Elementary	K-6	100%	910	797	88%	910	798	88%	910	799	88%	910	828	91%	910	854	94%	910	879	97%
Turner	Elementary	PK-6	100%	874	609	70%	874	563	64%	874	538	62%	874	518	59%	874	507	58%	874	502	57%
University Park	Elementary	PK-6	100%	811	514	63%	811	451	56%	811	493	61%	811	496	61%	811	489	60%	811	491	61%
Westside	Elementary	K-6	100%	857	733	86%	857	625	73%	857	586	68%	857	572	67%	857	559	65%	857	561	65%
Williams	Elementary	PK-6	100%	715	564	79%	715	546	76%	715	542	76%	715	541	76%	715	573	80%	715	577	81%
Elementary Totals				41,892	33,522		41,936	33,021		42,134	33,402		43,070	33,825		43,224	34,222		43,444	34,668	

Middle School Concurrency Service Areas																				
Central	Middle	7-8	90%	1,525	1,121	74%	1,525	1,186	78%	1,525	1,264	83%	1,525	1,329	87%	1,525	1,256	82%	1,525	1,170	77%
DeLaura	Middle	7-8	90%	941	801	85%	941	870	92%	941	940	100%	1,000	991	99%	1,000	984	98%	1,000	952	95%
Hoover	Middle	7-8	90%	659	533	81%	659	479	73%	659	487	74%	659	485	74%	659	495	75%	659	482	73%
Jackson	Middle	7-8	90%	654	548	84%	654	540	83%	654	582	89%	674	661	98%	713	706	99%	713	684	96%
Jefferson	Middle	7-8	90%	854	629	74%	854	644	75%	854	652	76%	854	639	75%	854	617	72%	854	589	69%
Johnson	Middle	7-8	90%	1,000	803	80%	1,000	788	79%	1,000	770	77%	1,000	808	81%	1,000	789	79%	1,000	762	76%
Kennedy	Middle	7-8	90%	813	682	84%	813	651	80%	813	722	89%	813	797	98%	832	816	98%	872	866	99%
Madison	Middle	7-8	90%	743	460	62%	743	472	64%	743	518	70%	743	531	71%	743	496	67%	743	509	69%
McNair	Middle	7-8	90%	611	386	63%	611	419	69%	611	438	72%	611	438	72%	611	441	72%	611	468	77%
Southwest	Middle	7-8	90%	1,177	842	72%	1,177	824	70%	1,177	881	75%	1,177	984	84%	1,177	980	83%	1,177	893	76%
Stone	Middle	7-8	90%	1,013	822	81%	1,013	827	82%	1,013	830	82%	1,013	959	95%	1,013	979	97%	1,013	858	85%
Middle Totals				**9,990**	**7,627**		**9,990**	**7,700**		**9,990**	**8,084**		**10,069**	**8,622**		**10,127**	**8,559**		**10,167**	**8,233**	
Junior / Senior High School Concurrency Service Areas																				
Cocoa	Jr / Sr High	PK, 7-12	90%	1,782	1,599	90%	1,782	1,639	92%	2,052	1,734	85%	2,052	1,813	88%	2,052	1,891	92%	2,052	1,967	96%
Cocoa Beach	Jr / Sr High	7-12	90%	1,466	1,004	68%	1,466	982	67%	1,466	962	66%	1,466	947	65%	1,466	946	65%	1,466	941	64%
Space Coast	Jr / Sr High	7-12	90%	1,812	1,597	88%	1,812	1,597	88%	1,812	1,596	88%	1,812	1,605	89%	1,812	1,539	85%	1,812	1,501	83%
Jr / Sr High Totals				**5,060**	**4,200**		**5,060**	**4,218**		**5,330**	**4,292**		**5,330**	**4,365**		**5,330**	**4,376**		**5,330**	**4,409**	
Senior High School Concurrency Service Areas																				
Astronaut	High	9-12	95%	1,446	1,070	74%	1,446	1,056	73%	1,446	1,073	74%	1,446	1,121	78%	1,446	1,191	82%	1,446	1,235	85%
Bayside	High	9-12	95%	2,235	1,718	77%	2,235	1,686	75%	2,235	1,607	72%	2,235	1,563	70%	2,235	1,589	71%	2,235	1,661	74%
Eau Gallie	High	PK, 9-12	95%	2,209	1,657	75%	2,209	1,678	76%	2,209	1,776	80%	2,209	1,805	82%	2,209	1,855	84%	2,209	1,861	84%
Heritage	High	9-12	95%	2,314	1,778	77%	2,314	1,721	74%	2,314	1,673	72%	2,314	1,708	74%	2,314	1,757	76%	2,314	1,854	80%
Melbourne	High	9-12	95%	2,356	2,217	94%	2,356	2,189	93%	2,356	2,258	96%	2,356	2,206	94%	2,356	2,267	96%	2,356	2,283	97%
Merritt Island	High	PK, 9-12	95%	1,915	1,569	82%	1,915	1,532	80%	1,915	1,537	80%	1,915	1,527	80%	1,915	1,544	81%	1,915	1,550	81%
Palm Bay	High	PK, 9-12	95%	2,613	1,587	61%	2,613	1,629	62%	2,613	1,685	64%	2,613	1,645	63%	2,613	1,621	62%	2,613	1,756	67%
Rockledge	High	9-12	95%	1,689	1,537	91%	1,689	1,532	91%	1,689	1,577	93%	1,689	1,547	92%	1,689	1,543	91%	1,689	1,552	92%
Satellite	High	PK, 9-12	95%	1,516	1,336	88%	1,516	1,329	88%	1,516	1,330	88%	1,516	1,339	88%	1,516	1,375	91%	1,516	1,386	91%
Titusville	High	9-12	95%	1,872	1,412	75%	1,872	1,470	79%	1,872	1,440	77%	1,872	1,427	76%	1,872	1,412	75%	1,872	1,525	81%
Viera	High	PK, 9-12	95%	2,277	2,109	93%	2,277	2,181	96%	2,277	2,204	97%	2,277	2,237	98%	2,324	2,302	99%	2,467	2,453	99%
High Totals				**22,442**	**17,990**		**22,442**	**18,003**		**22,442**	**18,160**		**22,442**	**18,125**		**22,489**	**18,456**		**22,632**	**19,116**	
Schools of Choice (Not Concurrency Service Areas)																				
Freedom 7	Elementary	K-6	100%	475	408	86%	475	414	87%	475	414	87%	475	414	87%	475	414	87%	475	414	87%
Stevenson	Elementary	K-6	100%	569	495	87%	569	508	89%	569	508	89%	569	508	89%	569	508	89%	569	508	89%
West Melbourne	Elementary	K-6	100%	618	550	89%	618	552	89%	618	552	89%	618	552	89%	618	552	89%	618	552	89%
Edgewood	Jr / Sr High	7-12	90%	1,072	943	88%	1,072	950	89%	1,072	950	89%	1,072	950	89%	1,072	950	89%	1,072	950	89%
West Shore	Jr / Sr High	7-12	90%	1,264	955	76%	1,264	956	76%	1,264	956	76%	1,264	956	76%	1,264	956	76%	1,264	956	76%
Schools of Choice				**3,998**	**3,351**		**3,998**	**3,380**		**3,998**	**3,380**		**3,998**	**3,380**		**3,998**	**3,380**		**3,998**	**3,380**	
Brevard Totals				**83,382**	**66,690**		**83,426**	**66,322**		**83,894**	**67,318**		**84,909**	**68,317**		**85,168**	**68,993**		**85,571**	**69,806**	

Notes

1. FISH Capacity is the sum of the factored permanent capacity and the factored relocatable capacity. Permanent and relocatable capacities for 2017-18 are reported from the FISH database as of October 13, 2018.
2. Student Membership is reported from the Fall Final Membership Count (10/13/18).
3. Davis Demographics SchoolSite Enrollment Forecasting Extension for ArcGIS estimates future student populations by analyzing the following data:
   - Development Projections from Brevard County Local Government Jurisdictions
   - Brevard County School Concurrency Student Generation Multipliers (SGM)
   - Fall Membership student addresses and corresponding concurrency service areas
   - Student Mobility Rates / Cohort Survival Rates
   - Brevard County Birth rates by zip code
4. Davis Demographics estimates are then adjusted using the following factors:
   - PK (Pre-Kindengarten) and AH (daycare for students with infants) enrollment number are assumed to be constant
   - Current From/To attendance patterns are assumed to remain constant.
   - Nongeocoded student addresses are assumed to continue in their attendance schools.
   - Charter School Growth.
5. In order to maintain utilization rates lower than the 100% Level of Service, Permanent Capacity and Relocatable Classrooms are assumed to add future student stations as necessary.
6. Relocatable Classrooms are assumed to add future student stations as listed below:
   - Primary relocatable classrooms (Grades K-3) = 18 student stations, Intermediate (Grades 4-8) relocatable classrooms = 22 student stations, and High School (Grades 9-12) relocatable classrooms = 25 student stations
   - Intermediate relocatable classrooms are proposed to be added at Apollo Elementary, Challenger 7 Elementary, Coquina Elementary, Imperial Estates Elementary, Pinewood Elementary, Quest Elementary, Saturn Elementary, Sunrise Elementary, DeLaura Middle School, Jackson Middle School and Kennedy Middle (Total of 42 Classrooms).
   - High school relocatable classrooms are proposed to be added at Viera High (Total of 8 Classrooms)
7. Redistricting was approved for the 2018-19 school year and the projected enrollment for 2018-19 is adjusted for those areas. Future redistricting is planned for a new central area elementary school in 2020-21.
8. The following proposals for additional permanent capacity are included in this analysis:
   - A 12 classroom addition at Cocoa Jr/Sr High School is assumed to add 300 student stations starting in 2019-20
   - A new central area elementary is assumed to add 870 student stations starting in 2020-21. Student enrollment projections were adjusted for the 2020-21 school year.

Legislation Details (With Text)

File #:	19-31	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Public Hearing
File created:	1/25/2019			**In control:**	City Council
On agenda:	2/13/2019			**Final action:**	
Title:	Approve a Preliminary Subdivision consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code for Lakeside Palms West subject to conditions identified in the agenda item. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Attachment A - Pre-Subdiv Plat - Lakeside Palms West Attachment B - Pre-Subdiv Plans - Lakeside Palms West Geosyntec report - Lakeside Palms West Legal Ad Proof - 3 Pre-Subdivisions Location Map - Lakeside Palms West				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 25, 2019
Agenda Date: February 13, 2019
Prepared By: Dodie Selig, Planning and Zoning Manger
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve a Preliminary Subdivision consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code for Lakeside Palms West subject to conditions identified in the agenda item.

BACKGROUND:

The Applicant, Morgan & Associates Consulting Engineers, Surveyors Inc., on behalf of the property owner, Victory Judgement LLC, is seeking approval of a Preliminary Subdivision on a parcel of land located on the west side of Clearlake Road, approximately 0.25 miles south of State Road 520 (West King Street) and identified as Parcel # 24-36-31-00-750.

The property contains +/- 27.62 acres and is zoned RU-2-15 (Multi-family Residential) subject to a Development Agreement. It was formerly an orange grove but is currently vacant land with approximately one-fifth of the western portion of the property covered by wetlands.

The applicant intends to construct a single-family subdivision with 87 lots (approximately 5 units per acre), utilizing the minimum bulk, yard, and living area standards of the RU-2-10 district as is permitted for single-family construction in the RU-2-15 district. (Attachment A)

Council provided staff direction to limit the applicability of the RU-2-10 zoning designation at the October 28, 2018 Council Meeting. Thereafter, the Applicant agreed to enter into a Development Agreement to ensure that amenities would be provided to serve the proposed subdivision and to limit uses on the property to single-family residential.

The original subdivision application proposed 89 lots with no amenities. The Applicant has revised their subdivision plan to convert 2 of those lots into common open space areas for community amenities as outlined in the Development Agreement. The amenities will include a tot lot, benches, pavilion and multi-use field, a pedestrian crosswalk, boardwalk and viewing deck over water, and a board walk and viewing deck over the wetland area. (Attachment B)

Future Land Use Designation: Current: LDR (Low Density Residential)

Zoning District: Current: RU-1-7 (Single Family Residential)
Proposed: RU-2-15 (Multiple Family Residential)

Existing Land Use: Vacant Land

Council District: District 1 - Councilmember Alex Goins

Overview of Surrounding Area:

	Future Land Use Design	Zoning Districts	Land Uses
North	Agricultural Residential (C	AU (County)	Vacant Land
South	Very Low Density Reside	AU (County)	Vacant Land
East	Medium Density Residenti	RU-2-15	Single Family Subdivision (under construction)
West	Medium Density Residenti	RU-2-15	Vacant Land

I. Preliminary Subdivision Analysis

Consistency with Code of the City of Cocoa

The submitted preliminary subdivision / large-scale site plans have been reviewed by City staff for consistency with Chapter 18 Subdivisions of the City of Cocoa Code and found to be in substantial compliance. The purpose of Chapter 18 of the Code is to establish procedures and standards for the development and subdivision of real estate within the corporate limits of the city in an effort to, among other things, insure proper legal description, identification, monumentation and recording of real estate boundaries; further orderly layout and appropriate use of land; provide safe, convenient, and economic circulation of vehicular traffic; provide suitable building sites which drain properly and are readily accessible to emergency vehicles; assure the installation of improvements; help conserve and protect the physical and economic resources of the city; and assure that land is developed in conformity with the land development plan of the city.

Staff has reviewed this Preliminary Subdivision application under the RU-2-10 zoning district regulations as follows.

Minimum Lot Area:	5,000 sq.ft.
Minimum Lot Width:	50 ft.
Minimum Lot Depth:	100 ft.
Maximum Lot Coverage:	40%
Maximum Height:	35 ft.

The majority of the lots created by this subdivision are between 56 and 58 feet in width and 125 feet in depth which equates to 7,000 sq.ft. of lot area. Lots on roadway curves are allowed a minimum width of 25 feet, and corner lots are required to be 15% larger than interior lots. This subdivision plat meets these requirements. The Lot Coverage and Maximum Height requirements are addressed when a building permit is applied for.

At the time that the Preliminary Subdivision was heard by the Planning & Zoning Board, a number of requirements of the City Code were not yet met. Since that time the plans have been revised, and at the present the following comments remain:

Planning Division

1) The landscape plan depicts live oak trees along the Clearlake Road perimeter. As there is an overhead electrical power line along that side of Clearlake Road the City would prefer that a different tree species be planted that will not grow up into the power lines. Resolution of tree species can be coordinated with the Public Works or Planning Department prior to purchase.

Utilities Department - Sewer

1) The sewer lateral to Lots 1 and 2 should run directly to the lot corner. There should not be any bends under the asphalt.

2) Label the Clearlake Road directional bore "Fusible PVC".

3) The bore plan provided does not reflect a directional bore installation. Provide a proposed directional bore profile. The profile needs to show the pipe entrance location, pipe exit location, clearance from existing utilities, and proposed fittings for the tie in connections to the bore pipe.

4) Add an Air Relief Valve at the top 45 degree bend on the west side of the Clearlake Road directional bore.

5) Move the 50' x 50' Lift Station site to the east end of Tract B. This will allow for the remainder of Tract B to be accessed and maintained by the City. Provide an access driveway to the Lift Station site.

6) Reconfigure the Lift Station site so that the Lift Station structures have a minimum 10 feet clearance edge to edge from the of the 36" storm pipe.

Public Works Department

1) Swale along the East, North, and South sides of the property to be owned and maintained by Victory Judgement LLC, or HOA, not the City of Cocoa.

Additional Plat review comments were provided by the City Attorney's office as follows:

1. The dedication shall be updated with the correct name of the property owner. Streets shall be dedicated to the public.
2. Updated title work shall be provided within 30 days of the City Council's approval.
3. Utility easements shall be furnished on all side and rear lot lines and shall be at least 10 feet wide and 5 feet on each side of the lot line.
4. The following easements shall be dedicated to the Lakeside Palms West Homeowner's Association of Brevard, Inc.:
   - 5-foot access easement for the purposes of maintaining fences or buffer walls for the subdivision along the rear of lots 29 through 53 and 1 through 13.
   - 5-foot drainage easements along the side of each tract shall be dedicated to the Lakeside Palms West Homeowner's Association of Brevard, Inc.
5. A conservation easement for Tract C shall be provided in accordance with s. 704.06, Florida Statutes.
6. A perpetual easement shall be dedicated to the City of Cocoa over all drainage easements, and Tract A

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for the purposes of drainage and emergency maintenance and inspection of such private facilities, but under no circumstances shall the City of Cocoa have any obligation, burden, responsibility, or liability to enter upon the subject property and take any action to repair or maintain a private system, facility, or amenity.

City Surveyor
Staff is still awaiting comments from the City's surveyor which will need to be addressed.

Concurrency Management/Adequate Public Facilities

Wastewater

The Level of Service {LOS) for wastewater is 319 gallons per day per household, based on the 87 lots, the projected demand on the wastewater system is 27,753 gallons per day.

The Sellers Plant is currently permitted to treat 4.5 mgd of wastewater per day, and is currently operating at 2.25 mgd. The maximum per day over the past twelve months was 2.249 mgd. Thus, there is sufficient capacity for Wastewater.

Stormwater Management

The Level of Service (LOS) for Stormwater Management is as follows:

Design Storm Event"	25-year frequency/24-hour duration event
On-site Stormwater Management:	Retention of the first one inch of rainfall for areas of more than one acre.
Stormwater Quantity:	Post development Stormwater runoff flow rates, quantities, peaks, and velocities shall be equal to or less than levels that existed prior to development.
Stormwater Quality:	No significant degradation of water quality in receiving water bodies.

The majority of the site is located in Flood Zone AE, the 100-year floodplain. Development activity within flood hazard areas requires the approval of the City's floodplain administrator pursuant to Sec. 6-322 of the City Code. Specific requirements regarding preliminary plats within a flood hazard area are found in Chapter 6, Article I, Division 3, Subdivision 3, Part B, Flood Resistant Development in Subdivision. The City contracted with Geosyntec Consultants to provide a Floodplain Management Analysis of the project and its compliance with the City's Code. Their final report indicated that the applicant has complied with the Floodplain Management Ordinance requirements. (Chapter 6, Article I, Division 3) The Geosyntec Consultants report is attached hereto as an exhibit.

A St Johns River Water Management District Permit for the site will be required. The applicant has started the permit process and will provide a copy to the City as soon as it is available.

Potable Water

The LOS for potable water is 122 gallons per capita per day (gpcd} per household. Based on the City of Cocoa EAR Population Projections report, the average permanent resident per dwelling unit is 2.35 per occupied unit. Thus, the average demand per household is estimated at 287 gpcd, and

based on the 87 proposed dwelling units the overall demand is 24,969 gpcd.

The Dyal Plant provides potable for the City of Cocoa service area and it is currently permitted to operate at 48 million gallons per day (mgd). The maximum provision over the past twelve months is 34 mgd. Thus, there is sufficient capacity for Potable Water.

Solid Waste

The Level of Service (LOS) for the City of Cocoa is 1.2 tons of solid waste disposal per capita per year, and residential collection LOS shall be 2 times per week per household with green waste and recyclables once per week. The City contracts with Waste Management for the provision of solid waste, and the projected solid waste generated will be collected consistent with the adopted level of service standards.

Roadways (Transportation)

The minimum LOS for SR501 (Clearlake Road) is D.

The Space Coast TPO Traffic Counts Report for 2017 indicates that for the SR520 to Pluckebaum segment of Clearlake Road, the average annual daily traffic trips is 4,750 and it is classified as Urban Major Collector. Based on the Current Maximum Acceptable Volume (15,600) established by the Space Coast TPO, and including the projected 1,005 trips to be added by the Lakeside Palms subdivision to the east, there is sufficient capacity on SR501 (Clearlake Road) to support this development.

Recreation

The Level of Service (LOS) for Recreation is 1.25 acres per 1,000 population.

Pursuant to the City of Cocoa Comprehensive Plan EAR (October 2010) Data and Analysis, there exists a surplus of 118.34 acres of parks, which was determined to be more than sufficient to meet the needs of the citizens through 2020. The City's current population is 18,833 which requires 23.54 acres of park and recreation facilities. The EAR identified the City as having 323.58 acres (including the 165.09 acres Cocoa Conservation Area) available for residents. Thus, the City has sufficient recreation/parks to support the project and maintain the adopted LOS.

Schools

A School Capacity Availability Determination Letter was received from the Brevard County School Board for this project. It indicates that at this time Saturn Elementary School is not projected to have enough capacity for the total projected number of students from this subdivision. However, the adjacent schools concurrency service areas can provide sufficient capacity for the project at Golfview Elementary School, and Cocoa Jr/Senior High School.

STRATEGIC PLAN CONNECTION:

While the City’s Strategic Plan does not specifically address residential development, the construction of new single family homes will provide additional housing opportunities for existing and new residents and will enhance the City’s tax base.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning and Zoning Board recommended approval with conditions of the Lakeside Palms West Preliminary Subdivision at its December 5, 2018 Meeting. Some conditions recommended by the Planning & Zoning Board have been resolved since the meeting and have not been included below.

RECOMMENDED MOTION:

Approve a Preliminary Subdivision consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code for Lakeside Palms West subject to the conditions set forth below:

1. All unresolved review comments from City of Cocoa staff, or other reviewers on behalf of the City, shall be addressed prior to the Final Subdivision application being heard by City Council unless an earlier deadline is established below.

2. Provide revised Preliminary Subdivision plans and plat addressing the following comments:

Planning Division

1) The landscape plan depicts live oak trees along the Clearlake Road perimeter. As there is an overhead electrical power line along that side of Clearlake Road the City would prefer that a different tree species be planted that will not grow up into the power lines. Resolution of tree species can be coordinated with the Public Works or Planning Department prior to purchase.

Utilities Department - Sewer

1) The sewer lateral to Lots 1 and 2 should run directly to the lot corner. There should not be any bends under the asphalt.

2) Label the Clearlake Road directional bore "Fusible PVC".

3) The bore plan provided does not reflect a directional bore installation. Provide a proposed directional bore profile. The profile needs to show the pipe entrance location, pipe exit location, clearance from existing utilities, and proposed fittings for the tie in connections to the bore pipe.

4) Add an Air Relief Valve at the top 45 degree bend on the west side of the Clearlake Road directional bore.

5) Move the 50' x 50' Lift Station site to the east end of Tract B. This will allow for the remainder of Tract B to be accessed and maintained by the City. Provide an access

driveway to the Lift Station site.

6) Reconfigure the Lift Station site so that the Lift Station structures have a minimum 10 feet clearance edge to edge from the of the 36" storm pipe.

Public Works Department

1) Swale along the East, North, and South sides of the property to be owned and maintained by Victory Judgement LLC, or HOA, not the City of Cocoa.

Additional Plat review comments provided by the City Attorney's office as follows:

1) The dedication shall be updated with the correct name of the property owner. Streets shall be dedicated to the public.

2) Updated title work shall be provided within 30 days of the City Council's approval.

3) Utility easements shall be furnished on all side and rear lot lines and shall be at least 10 feet wide and 5 feet on each side of the lot line.

4) The following easements shall be dedicated to the Lakeside Palms West Homeowner's Association of Brevard, Inc.:

- 5-foot access easement for the purposes of maintaining fences or buffer walls for the subdivision along the rear of lots 29 through 53 and 1 through 13.

- 5-foot drainage easements along the side of each tract shall be dedicated to the Lakeside Palms West Homeowner's Association of Brevard, Inc.

5) A conservation easement for Tract C shall be provided in accordance with s. 704.06, Florida Statutes.

6) A perpetual easement shall be dedicated to the City of Cocoa over all drainage easements, and Tract A for the purposes of drainage and emergency maintenance and inspection of such private facilities, but under no circumstances shall the City of Cocoa have any obligation, burden, responsibility, or liability to enter upon the subject property and take any action to repair or maintain a private system, facility, or amenity.

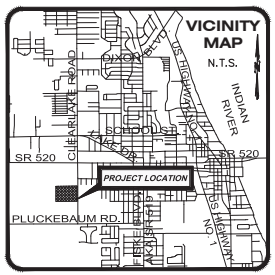
City Surveyor and Flood Plain Management

1) All comments generated by the City's surveyor must be addressed prior to the Final Subdivision application being heard by City Council.

2) Provide copy of St Johns River Water Management District permit prior to any site work commencement.

LAKESIDE PALMS WEST

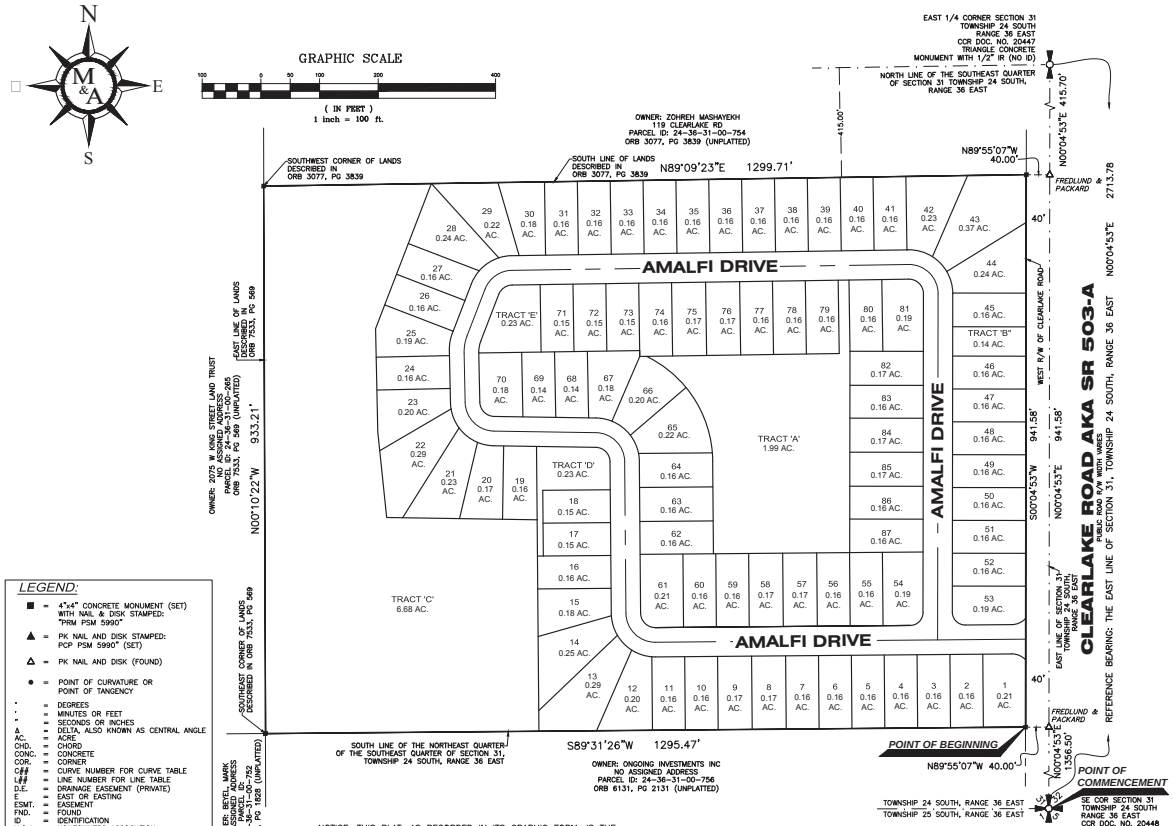
A SUBDIVISION LYING IN SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST
CITY OF COCOA, BREVARD COUNTY, FLORIDA



LEGAL DESCRIPTION (BY SURVEYOR):
A PARCEL OF LAND LYING IN THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 415 FEET THEREOF AND THE RIGHT-OF-WAY CLEARLAKE RD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION, AND RUN N00°04'53"E ALONG SAID SECTION LINE A DISTANCE OF 1356.50 FEET; THENCE DEPARTING SAID SECTION LINE RUN N89°55'07"W A DISTANCE OF 40.00 FEET TO THE WEST RIGHT-OF-WAY OF CLEARLAKE ROAD (A PUBLIC ROAD RIGHT-OF-WAY OF VARYING WIDTH), SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN S89°31'26"W ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST A DISTANCE OF 1295.47 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 569, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N00°10'22"W ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7533, PAGE 569 A DISTANCE OF 933.21 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3077, PAGE 3839, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N89°09'23"E ALONG THE SOUTH LINE OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3077, PAGE 3839 A DISTANCE OF 1299.71 FEET TO THE WEST RIGHT-OF-WAY OF CLEARLAKE ROAD; THENCE RUN S00°04'53"W ALONG SAID WEST RIGHT-OF-WAY OF CLEARLAKE ROAD A DISTANCE OF 941.58 FEET, TO THE POINT OF BEGINNING.

CONTAINING: 27.922 ACRES, MORE OR LESS.



NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

TRACT	TRACT USE	ACREAGE	OWNERSHIP & MAINTENANCE ENTITY
A	STORM WATER MANAGEMENT/ OPEN SPACE & RECREATIONAL AMENITIES	1.99 AC.	LAKESIDE PALMS WEST H.O.A.
B	LIFT STATION FACILITIES	0.14 AC.	CITY OF COCOA
C	CONSERVATION AREA / PASSIVE RECREATIONAL USE	6.68 AC.	LAKESIDE PALMS WEST H.O.A.
D	OPEN SPACE & RECREATIONAL AMENITIES	0.23 AC.	LAKESIDE PALMS WEST H.O.A.
E	OPEN SPACE & RECREATIONAL AMENITIES	0.23 AC.	LAKESIDE PALMS WEST H.O.A.

LEGEND:

- ■ = 4"x4" CONCRETE MONUMENT (SET) WITH NAIL & DISK STAMPED: "PRM PSM 5990"
- ▲ = PK NAIL AND DISK STAMPED: PCP PSM 5990" (SET)
- △ = PK NAIL AND DISK (FOUND)
- ● = POINT OF CURVATURE OR POINT OF TANGENCY
- ° = DEGREES
- ' = MINUTES OR FEET
- " = SECONDS OR INCHES
- Δ = DELTA, ALSO KNOWN AS CENTRAL ANGLE
- AC. = ACRE
- CHD. = CHORD
- CONC. = CONCRETE
- COR. = CORNER
- C## = CURVE NUMBER FOR CURVE TABLE
- L## = LINE NUMBER FOR LINE TABLE
- D.E. = DRAINAGE EASEMENT (PRIVATE)
- E = EAST OR EASTING
- ESMT. = EASEMENT
- FND. = FOUND
- ID = IDENTIFICATION
- H.O.A. = HOMEOWNERS ASSOCIATION
- L = LENGTH
- LB = LICENSED BUSINESS
- L.S. = LICENSED SURVEYOR
- N. = NORTH OR NORTHING
- N.T.S. = NOT TO SCALE
- NR = NON-RADIAL
- ORB = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- PC = POINT OF CURVATURE
- PCP = PERMANENT CONTROL POINT
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- P.L.S. = PROFESSIONAL LAND SURVEYOR
- PRM = PERMANENT REFERENCE MONUMENT
- P.S.M. = PROFESSIONAL SURVEYOR & MAPPER
- PT = POINT OF TANGENCY
- R = RADIUS
- R/W = RIGHT-OF-WAY
- S = SOUTH
- W = WEST

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L.B. # 7040
Drawn By: J. Hussey
Checked By: Christopher S. Bowers

NOTES:

1. THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE EAST LINE OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST AS BEING N00°04'53"E, HOLDING THE SOUTHEAST CORNER OF SECTION 31 FOR POSITION AND THE EAST 1/4 CORNER OF SECTION 31 FOR ROTATION. SAID BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR FLORIDA'S EAST ZONE, GEOID12A, NORTH AMERICAN DATUM OF 1983, NATIONAL ADJUSTMENT OF 2011 (NAD83/2011).

2. THE FOLLOWING EASEMENTS ARE HEREBY DEDICATED:
   A. A PUBLIC UTILITY EASEMENT 10 FEET IN WIDTH ALONG THE FRONT OF ALL LOTS AND TRACTS CONTIGUOUS WITH AND ADJACENT TO THE PUBLIC ROADWAY FOR THE INSTALLATION AND MAINTENANCE OF FLORIDA POWER AND LIGHT (F.P.&L.), AND OTHER PUBLIC UTILITIES.

3. THE FOLLOWING EASEMENTS ARE HEREBY DEDICATED TO THE LAKESIDE PALMS WEST HOMEOWNERS ASSOCIATION OF BREVARD, INC., AND ARE NOT THE RESPONSIBILITY OF THE CITY OF COCOA:
   A. A PRIVATE DRAINAGE EASEMENT 10 FEET IN WIDTH ALONG THE REAR LINE OF ALL LOTS 67 THROUGH LOTS 73, UNLESS OTHERWISE SHOWN HEREON, SHALL BE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITIES AND DRAINAGE FACILITIES.
   B. A PRIVATE DRAINAGE EASEMENT 20 FEET IN WIDTH ALONG THE REAR LINE OF LOTS 74 THROUGH LOTS 75, & LOTS 80 & LOTS 81, UNLESS OTHERWISE SHOWN HEREON, SHALL BE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF THE STORM WATER FACILITIES WITHIN THE PLAT BOUNDARY.
   C. A PRIVATE DRAINAGE EASEMENT 10 FEET IN WIDTH ALONG THE SIDE LOT LINES OF LOTS 57 & LOTS 58, LOTS 75 & LOTS 76, AND LOTS 84 & LOTS 85, UNLESS OTHERWISE SHOWN HEREON, SHALL BE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF THE STORM WATER FACILITIES WITHIN THE PLAT BOUNDARY. A PRIVATE DRAINAGE AND INGRESS-EGRESS EASEMENT 10 FEET IN WIDTH ALONG THE SIDE LOT LINES OF LOTS 63 & LOTS 64 SHALL BE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF THE STORM WATER FACILITIES WITHIN THE PLAT BOUNDARY AND SHALL ALLOW FOR THE INGRESS & EGRESS OF THE LAKESIDE PALMS HOMEOWNER'S ASSOCIATION & THE LAKESIDE PALMS WEST HOMEOWNER'S ASSOCIATION.
   D. A PRIVATE DRAINAGE EASEMENT 20 FEET IN WIDTH ALONG THE SOUTHERLY SIDE LOT LINE OF TRACT B, UNLESS OTHERWISE SHOWN HEREON, SHALL BE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF THE STORM WATER FACILITIES WITHIN THE PLAT BOUNDARY.
   E. A PRIVATE SIGN EASEMENT 5 FEET IN WIDTH AT LOTS 1 & LOTS 53 SHALL BE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF A MONUMENT SIGN.

4. TRACTS:
   A. TRACTS A IS PRIVATE AND HEREBY CONVEYED TO, CONTROLLED BY, AND MAINTAINED BY THE LAKESIDE PALMS WEST HOMEOWNERS ASSOCIATION OF BREVARD, INC. SAID TRACT IS TO BE USED FOR STORM WATER MANAGEMENT, AND ARE NOT THE RESPONSIBILITY OF THE CITY OF COCOA. SAID TRACT WILL ALSO ALLOW FOR THE INGRESS AND EGRESS OF EMERGENCY, UTILITY, MAINTENANCE PERSONNEL, AND THEIR EQUIPMENT.
   B. TRACT B IS TO BE OWNED, OPERATED & MAINTAINED BY THE CITY OF COCOA FOR THE INSTALLATION AND MAINTENANCE OF A SANITARY SEWER LIFT STATION.
   C. TRACT C IS TO BE OWNED, OPERATED & MAINTAINED BY THE LAKESIDE PALMS WEST HOMEOWNERS ASSOCIATION FOR THE MAINTENANCE OF A CONSERVATION AREA.
   D. TRACT D IS TO BE OWNED, OPERATED & MAINTAINED BY THE LAKESIDE PALMS WEST HOMEOWNERS ASSOCIATION FOR THE MAINTENANCE OF OPEN SPACE AND RECREATIONAL AMENITIES.
   E. TRACT E IS TO BE OWNED, OPERATED & MAINTAINED BY THE LAKESIDE PALMS WEST HOMEOWNERS ASSOCIATION FOR THE MAINTENANCE OF OPEN SPACE AND RECREATIONAL AMENITIES.

5. SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUES CHAPTER 177.091(8) AND 177.091(9).

6. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

7. THE OWNER HEREBY GRANTS TO CITY OF COCOA, BREVARD COUNTY GOVERNMENT, AND PROVIDERS OF LAW ENFORCEMENT, FIRE EMERGENCY, EMERGENCY MEDICAL, MAIL, PACKAGE DELIVERY, SOLID WASTE/SANITATION AND OTHER SIMILAR GOVERNMENTAL AND QUASI-GOVERNMENTAL SERVICES, A NON-EXCLUSIVE ACCESS EASEMENT OVER AND ACROSS THE LANDS SHOWN HEREON FOR INGRESS AND EGRESS OF THE PERFORMANCE OF THEIR OFFICIAL DUTIES.

8. ALL LOT DRAINAGE IS PRIVATE. IT IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER AND/OR THE LAKESIDE PALMS WEST HOMEOWNERS ASSOCIATION OF BREVARD, INC. TO MAINTAIN SAID PRIVATE DRAINAGE WITHIN THEIR HOME SITE.

9. FOR PROTECTIVE COVENANTS AND DEED RESTRICTIONS SEE ORB _____ PAGE _____, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PLAT BOOK_____ PAGE _____

SHEET 1 OF 2

SECTION 31 TWP. 24 S., RANGE 36 E.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, LAKESIDE PALMS LLC., BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN

LAKESIDE PALMS WEST

HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED AND DEDICATES ALL STREETS & RIGHTS OF WAY, DRAINAGE EASEMENTS, UTILITY EASEMENTS SHOWN HEREON TO THE PERPETUAL USE OF THE PUBLIC. ADDITIONAL TRACTS TO BE DEDICATED ARE LISTED IN SURVEYORS NOTES, AND IN WITNESS WHEREOF, THE BELOW NAMED CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE OFFICERS NAMED BELOW AND ITS CORPORATE SEAL TO BE AFFIXED HERETO ON THIS ___ DAY OF _____, 2018

VICTORY JUDGMENT, LLC.
317 RIVEREDGE BLVD., SUITE #100
COCOA, FL 32922

BY: _____
DONALD J. LONG, MANAGING MEMBER

SIGNED AND SEALED IN THE PRESENCE OF:

_____ _____
WITNESS 1 PRINT NAME

_____ _____
WITNESS 2 PRINT NAME

STATE OF FLORIDA COUNTY OF BREVARD

THIS IS TO CERTIFY, THAT ON _____ BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED:

DONALD J. LONG

RESPECTIVELY AS MANAGING MEMBER OF THE ABOVE NAMED CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF FLORIDA, TO ME KNOWN TO BE THE INDIVIDUALS AND OFFICERS DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED AS SUCH OFFICERS THEREUNTO DULY AUTHORIZED; THAT THE OFFICIAL SEAL OF SAID CORPORATION IS DULY AFFIXED THERETO; AND THAT THE SAID DEDICATION IS THE ACT AND DEED OF SAID CORPORATION.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL ON THE ABOVE DATE.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

CERTIFICATE OF SURVEYOR:

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT ON MARCH 2, 2018 HE COMPLETED THE SURVEY OF THE LANDS AS SHOWN ON THE FOREGOING PLAT; AND THAT SAID PLAT WAS PREPARED UNDER HIS DIRECTION AND SUPERVISION AND THAT SAID PLAT COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AND THAT SAID LAND IS LOCATED IN BREVARD COUNTY, FLORIDA.

DATED: _____

_____
CHRISTOPHER S. BOWERS, P.S.M.
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 5990
MORGAN & ASSOCIATES
CONSULTING ENGINEERS, INC.
504 N. HARBOR CITY BLVD.
MELBOURNE, FLORIDA 32935
TEL.: (321) 751-6088
FLORIDA CORPORATE CERTIFICATE NO. 7040

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, THAT ON _____ THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA APPROVED THE FOREGOING PLAT

_____
JAKE WILLIAMS, JR., MAYOR

_____
CARIE SHEALY, CITY CLERK

CERTIFICATE OF REVIEWING SURVEYOR FOR THE CITY OF COCOA

I HEREBY CERTIFY, THAT I HAVE REVIEWED THE FOREGOING PLAT AND FIND THAT IT IS IN CONFORMITY WITH CHAPTER 177, PART 1, FLORIDA STATUTES.

_____
ROBERT M. PACKARD, P.S.M.
REGISTRATION NO. 3867, STATE OF FLORIDA

DATE: _____

CERTIFICATE OF CLERK

THIS IS TO CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT, AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1 FLORIDA STATUTES AND WAS FILED FOR RECORD ON

_____ AT _____. FILE NO._____

_____
SCOTT ELLIS
CLERK OF THE CIRCUIT COURT IN AND FOR BREVARD COUNTY, FLORIDA

LAKESIDE PALMS WEST

A SUBDIVISION LYING IN SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST

CITY OF COCOA, BREVARD COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____

SHEET 2 OF 2

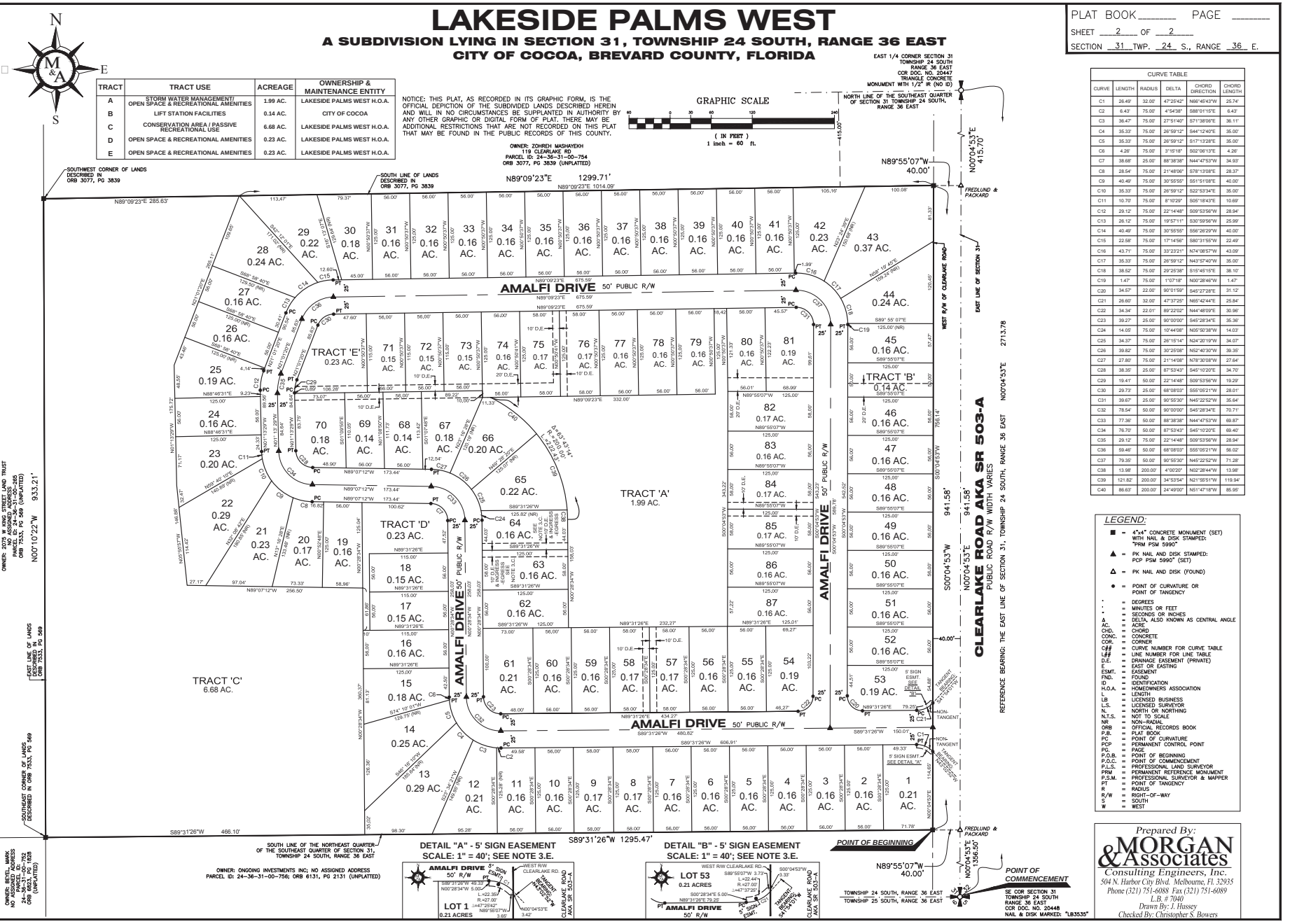
SECTION 31 TWP. 24 S., RANGE 36 E.

TRACT	TRACT USE	ACREAGE	OWNERSHIP & MAINTENANCE ENTITY
A	STORM WATER MANAGEMENT/ OPEN SPACE & RECREATIONAL AMENITIES	1.99 AC.	LAKESIDE PALMS WEST H.O.A.
B	LIFT STATION FACILITIES	0.14 AC.	CITY OF COCOA
C	CONSERVATION AREA / PASSIVE RECREATIONAL USE	6.68 AC.	LAKESIDE PALMS WEST H.O.A.
D	OPEN SPACE & RECREATIONAL AMENITIES	0.23 AC.	LAKESIDE PALMS WEST H.O.A.
E	OPEN SPACE & RECREATIONAL AMENITIES	0.23 AC.	LAKESIDE PALMS WEST H.O.A.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	26.49'	32.00'	47°25'42"	N66°45'43"W	25.74'
C2	6.43'	75.00'	4°54'38"	S88°01'15"E	6.43'
C3	36.47'	75.00'	27°51'40"	S71°38'08"E	36.11'
C4	35.33'	75.00'	26°59'12"	S44°12'40"E	35.00'
C5	35.33'	75.00'	26°59'12"	S17°13'28"E	35.00'
C6	4.26'	75.00'	3°15'18"	S02°06'13"E	4.26'
C7	38.68'	25.00'	88°38'38"	N44°47'53"W	34.93'
C8	28.54'	75.00'	21°48'06"	S78°13'08"E	28.37'
C9	40.49'	75.00'	30°55'55"	S51°51'08"E	40.00'
C10	35.33'	75.00'	26°59'12"	S22°53'34"E	35.00'
C11	10.70'	75.00'	8°10'29"	S05°18'43"E	10.69'
C12	29.12'	75.00'	22°14'48"	S09°53'56"W	28.94'
C13	26.12'	75.00'	19°57'11"	S30°59'56"W	25.99'
C14	40.49'	75.00'	30°55'55"	S56°26'29"W	40.00'
C15	22.58'	75.00'	17°14'56"	S80°31'55"W	22.49'
C16	43.71'	75.00'	33°23'21"	N74°08'57"W	43.09'
C17	35.33'	75.00'	26°59'12"	N43°57'40"W	35.00'
C18	38.52'	75.00'	29°25'38"	S15°45'15"E	38.10'
C19	1.47'	75.00'	1°07'18"	N00°28'46"W	1.47'
C20	34.57'	22.00'	90°01'59"	S45°27'28"E	31.12'
C21	26.60'	32.00'	47°37'25"	N65°42'44"E	25.84'
C22	34.34'	22.01'	89°22'02"	N44°48'09"E	30.96'
C23	39.27'	25.00'	90°00'00"	S45°28'34"E	35.36'
C24	14.05'	75.00'	10°44'08"	N05°50'38"W	14.03'
C25	34.37'	75.00'	26°15'14"	N24°20'19"W	34.07'
C26	39.82'	75.00'	30°25'08"	N52°40'30"W	39.35'
C27	27.80'	75.00'	21°14'08"	N78°30'08"W	27.64'
C28	38.35'	25.00'	87°53'43"	S45°10'20"E	34.70'
C29	19.41'	50.00'	22°14'48"	S09°53'56"W	19.29'
C30	29.73'	25.00'	68°08'03"	S55°05'21"W	28.01'
C31	39.87'	25.00'	90°55'30"	N45°22'52"W	35.64'
C32	78.54'	50.00'	90°00'00"	S45°28'34"E	70.71'
C33	77.36'	50.00'	88°38'38"	N44°47'53"W	69.87'
C34	76.70'	50.00'	87°53'43"	S45°10'20"E	69.40'
C35	29.12'	75.00'	22°14'48"	S09°53'56"W	28.94'
C36	59.46'	50.00'	68°08'03"	S55°05'21"W	56.02'
C37	79.35'	50.00'	90°55'30"	N45°22'52"W	71.28'
C38	13.98'	200.00'	4°00'20"	N02°28'44"W	13.98'
C39	121.82'	200.00'	34°53'54"	N21°55'51"W	119.94'
C40	86.63'	200.00'	24°49'00"	N51°47'18"W	85.95'

LEGEND:

- ■ = 4"x4" CONCRETE MONUMENT (SET) WITH NAIL & DISK STAMPED: "PRM PSM 5990"
- ▲ = PK NAIL AND DISK STAMPED: PCP PSM 5990" (SET)
- △ = PK NAIL AND DISK (FOUND)
- ● = POINT OF CURVATURE OR POINT OF TANGENCY
- ' = DEGREES
- " = MINUTES OR FEET
- " = SECONDS OR INCHES
- Δ = DELTA, ALSO KNOWN AS CENTRAL ANGLE
- AC. = ACRE
- CHD. = CHORD
- CONC. = CONCRETE
- COR. = CORNER
- C## = CURVE NUMBER FOR CURVE TABLE
- L## = LINE NUMBER FOR LINE TABLE
- D.E. = DRAINAGE EASEMENT (PRIVATE)
- E = EAST OR EASTING
- ESMT. = EASEMENT
- FND. = FOUND
- ID = IDENTIFICATION
- H.O.A. = HOMEOWNERS ASSOCIATION
- L = LENGTH
- LB = LICENSED BUSINESS
- L.S. = LICENSED SURVEYOR
- N = NORTH OR NORTHING
- N.T.S. = NOT TO SCALE
- NR = NON-RADIAL
- ORB = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- PC = POINT OF CURVATURE
- PCP = PERMANENT CONTROL POINT
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- P.L.S. = PROFESSIONAL LAND SURVEYOR
- PRM = PERMANENT REFERENCE MONUMENT
- P.S.M. = PROFESSIONAL SURVEYOR & MAPPER
- PT = POINT OF TANGENCY
- R = RADIUS
- R/W = RIGHT-OF-WAY
- S = SOUTH
- W = WEST

Prepared By:
MORGAN & Associates
Consulting Engineers, Inc.
504 N. Harbor City Blvd. Melbourne, Fl. 32935
Phone (321) 751-6088 Fax (321) 751-6089
L.B. # 7040
Drawn By: J. Hussey
Checked By: Christopher S. Bowers

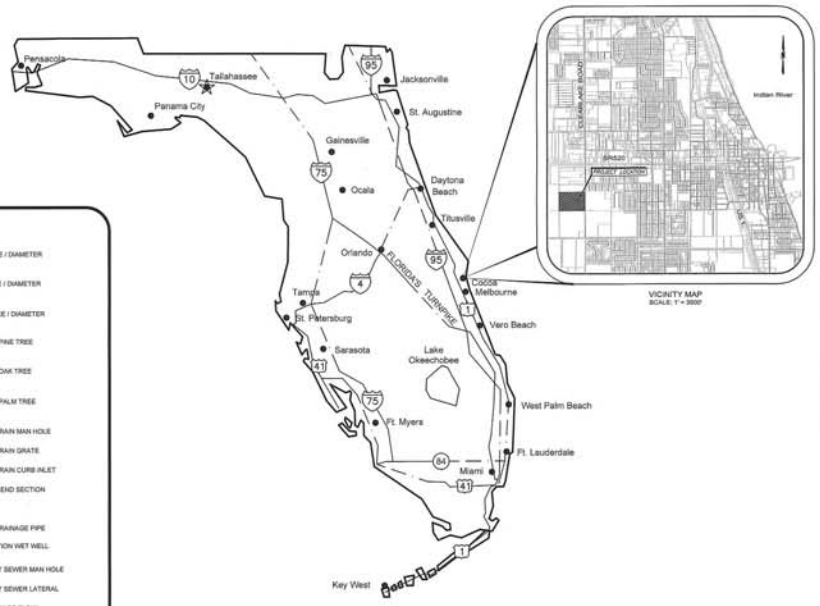
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LAKESIDE PALMS WEST SUBDIVISION

CLEARLAKE ROAD
COCOA, FLORIDA

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~LEGEND~

(C) = CALCULATED
(D) = DEED
(R) = RECORD
(M) = MEASURED
(P) = PLAT
A/C = AIR CONDITIONING
BFP = BACKFLOW PREVENTER
BFV = BUTTERFLY VALVE
BO = BLOW OFF
C.B.S. = CONCRETE BLOCK & STUCCO
℄ = CENTERLINE
CMP = CORRUGATED METAL PIPE
CPP = CORRUGATED POLYETHYLENE PIPE
CONC. = CONCRETE
DBI = DITCH BOTTOM INLET
DDC = DOUBLE DETECTOR CHECK-VALVE
DP = DRAINAGE PIPE
DS = DRAINAGE STRUCTURE
EL. = ELEVATION
ESMT. = EASEMENT
FDEP = FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
FFE = FINISHED FLOOR ELEVATION
FH = FIRE HYDRANT
FL = FLOW LINE
FND = FOUND
HCDP = HANDICAPPED
HDPE = HIGH DENSITY POLYETHYLENE
INV. = INVERT
LB = LICENSED BUSINESS
L.S./V.V. = LIFT STATION VALVE VAULT
MH = MANHOLE
M.E.G. = MATCH EXISTING GRADE
MES = METERED END SECTION
N.A.V.D. = NORTH AMERICAN VERTICAL DATUM OF 1988
N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM 1929
N.T.S. = NOT TO SCALE
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
P.C. = POINT OF CURVATURE
P.C.P. = PERMANENT CONTROL POINT
PG. = PAGE
PLS = PROFESSIONAL LAND SURVEYOR
P.I. = POINT OF INTERSECTION
P.O.B. = POINT-OF-BEGINNING
P.O.C. = POINT-OF-COMMENCEMENT
P.R.C. = POINT OF REVERSE CURVE
P.R.M. = PERMANENT REFERENCE MONUMENT
P.T. = POINT OF TANGENCY
P.U.&D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT
PVC = POLYVINYL CHLORIDE PIPE
PVI = POINT OF VERTICAL INTERSECTION
R = RADIUS
RCP = REINFORCED CONCRETE PIPE
R/W = RIGHT-OF-WAY
SS = SANITARY SEWER
SSMH = SANITARY SEWER MANHOLE
TAN = TANGENT
TOB = TOP OF BANK
TOE = TOE OF SLOPE
TYP. = TYPICAL

WATER MAIN
OVERHEAD WIRE
CENTERLINE
RIGHT OF WAY
PROPERTY LINE
EASEMENT LINE
LOT LINE
CENTERLINE OF SWALE
TOP OF BANK

PROJECT BENCHMARK
IRON ROD FOUND
NAIL & DISK FOUND
CONCRETE MONUMENT FOUND
IRON ROD SET
NAIL & DISK SET
CONCRETE MONUMENT SET
SPOT ELEVATION (HARD SURFACE)
SPOT ELEVATION (SOFT SURFACE)
28.56 PROPOSED SPOT ELEVATION
UTILITY POLE
UTILITY POLE W/ LIGHT
GUY ANCHOR & WIRE
LIGHT POLE
METAL FLAG POLE
CROSS WALK SIGNAL POLE
TRAFFIC CONTROL HAND HOLE
SIGN
STREET SIGNAGE
MAIL BOX
GUARD RAIL
PHONE / COMMUNICATIONS SERVICE
UNDERGROUND T.V. CABLE PEDESTAL
ELECTRICAL SERVICE
TRANSFORMER
WATER METER
REUSE METER
WELL
GATE VALVE
FIRE HYDRANT
BACKFLOW PREVENTER
= ASPHALT
= CONCRETE

PINE TREE / DIAMETER
OAK TREE / DIAMETER
PALM TREE / DIAMETER
REMOVE PINE TREE
REMOVE OAK TREE
REMOVE PALM TREE
STORM DRAIN MAN HOLE
STORM DRAIN GRATE
STORM DRAIN CURB INLET
MITERED END SECTION
INLET
STORM DRAINAGE PIPE
LIFT STATION WET WELL
SANITARY SEWER MAN HOLE
SANITARY SEWER LATERAL
DIRECTION OF FLOW
RECLAIMED REUSE WATER
SANITARY (GRAVITY)
SANITARY (FORCE MAIN)
TEE
90° BEND
45° BEND
22.5° BEND
11.25° BEND
REDUCER
SEWER CLEAN-OUT
PLUG VALVE
BLOW OFF
MANUAL AIR RELEASE VALVE

SITE INFORMATION:

GENERAL STATEMENT

CONSTRUCT A 87 LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION

PROPERTY DETAILS

FLOOD ZONE:	AE (MAP NUMBER 12009C0425G, REVISED MARCH 17, 2014.)
GEOGRAPHIC AREA:	SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36E
COUNTY:	BREVARD
ADDRESS:	CLEARLAKE ROAD
ACREAGE:	27.92 ACRES

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST-ONE QUARTER OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 415 FEET THEREOF AND THE RIGHT-OF-WAY CLEARLAKE RD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION, AND RUN N00°04'53"E ALONG SAID SECTION LINE A DISTANCE OF 1358.50 FEET; THENCE DEPARTING SAID SECTION LINE RUN N89°55'07"W A DISTANCE OF 40.00 FEET TO THE WEST RIGHT-OF-WAY OF CLEARLAKE ROAD (A PUBLIC ROAD RIGHT-OF-WAY OF VARYING WIDTH), SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN S89°31'28"W ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST A DISTANCE OF 1295.47 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 569, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N00°10'22"W ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7533, PAGE 569 A DISTANCE OF 933.21 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3077, PAGE 3839, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N89°09'23"E ALONG THE SOUTH LINE OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3077, PAGE 3839 A DISTANCE OF 1299.71 FEET TO THE WEST RIGHT-OF-WAY OF CLEARLAKE ROAD; THENCE RUN S00°04'53"W ALONG SAID WEST RIGHT-OF-WAY OF CLEARLAKE ROAD A DISTANCE OF 941.58 FEET, TO THE POINT OF BEGINNING.
CONTAINING: 27.922 ACRES, MORE OR LESS.

CONTACTS:

DEVELOPER / OWNER:
VICTORY JUDGEMENT, LLC
317 RIVER EDGE BLVD UNIT #100
COCOA, FL 32922
(321) 433-4043

ENGINEER & SURVEYOR
MORGAN & ASSOCIATES CONSULTING ENGINEERS, INC.
504 NORTH HARBOR CITY BLVD
MELBOURNE, FL 32935
PHONE: (321) 751-6088 | FAX: (321) 751-6089

WATER & WASTEWATER
CITY OF COCOA UTILITIES
351 SHEARER BLVD.
COCOA, FL 32922
(321) 433-8400

STORMWATER
CITY OF COCOA PUBLIC WORKS DEPARTMENT
155 N WILSON AVE
COCOA, FL 32922
(321) 433-8770

ELECTRIC
FLORIDA POWER & LIGHT
DONNA SMITH - PROJECT MANAGER
270 PIONEER RD
MERRITT ISLAND, FL 32953
(321) 455-6120

NATURAL GAS
FLORIDA CITY GAS
4045 NW 97TH AVE
DORAL, FL 33178
(800) 933-7546

ENGINEER/SURVEYOR:
MORGAN & Associates
Consulting Engineers, Inc.
Civil Engineers and Land Surveyors - E.B.#7903 / L.B.#7040
504 N. Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-6088 Fax (321) 751-6089

REVISIONS

1	PER SJRWMD COMMENTS 10/22/18
2	PER CITY OF COCOA COMMENTS 12/21/18
3	
4	
5	
6	

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DATE: 12-21-2018
Drawing #: 2018-03 WEST
Scale:
Horiz. N/A
Vert. N/A
Sheet #:
C-1
Sheet 1 of 24

ANDREAS H. KURBACH — LICENSE NO. 69433 — STATE OF FLORIDA — PROFESSIONAL ENGINEER
Digitally signed by Andreas H. Kurbach P.E. FL Reg. #69433
Andreas H. Kurbach, P.E. FL Reg. #69433

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DEFINITIONS

1. THE WORD "OWNER" SHALL MEAN "VICTORY JUDGEMENT, LLC."
2. THE PHRASE "ENGINEER OF RECORD" SHALL REFER TO MORGAN & ASSOCIATES, INC.

GENERAL NOTES

1. *BOUNDARY & TOPOGRAPHIC SURVEY PREPARED BY MORGAN & ASSOCIATES CONSULTING ENGINEERS, INC. DATED MARCH 2, 2018. ELEVATIONS SHOWN THEREON ARE BASED ON NAVD88.*
2. THE CONTRACTOR MUST THOROUGHLY REVIEW THIS PLAN SO AS TO BE PREPARED TO PRESENT HIS BID PRICES IN THE CONTRACT DOCUMENTS. THE PLAN SUFFICIENTLY DELINEATES THE SCOPE AND INTENT OF THE WORK TO BE COMPLETED. IT WILL THEREFORE BE INCUMBENT ON THE CONTRACTOR TO ADJUST HIS FEE TO REFLECT ANY AND ALL ITEMS WHICH MAY NOT BE INDICATED, BUT WHICH ARE NECESSARY TO SUCCESSFULLY COMPLETE THIS PROJECT WITHOUT ADDITIONAL COST TO THE OWNER.
3. EXISTING UTILITIES ARE TO BE PROTECTED BY THE CONTRACTOR. ANY UTILITIES DAMAGED BY THIS CONSTRUCTION WILL BE REPAIRED AT THE CONTRACTORS EXPENSE.
4. ALL INFORMATION DEPICTED ON THESE DRAWINGS ARE GRAPHIC REPRESENTATIONS ONLY AND SHOULD NOT BE SCALED.
5. CONTRACTOR SHALL NOTIFY UTILITY COMPANIES A MINIMUM OF 48 HOURS IN ADVANCE OF ANY EXCAVATION INVOLVING THEIR LINES SO THEIR OWNER'S REPRESENTATIVES MAY BE PRESENT PRIOR TO CONSTRUCTION.
6. CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES IN THE FIELD WITH UTILITY OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION. ANY DISCREPANCIES BETWEEN EXISTING CONDITIONS AND PLAN CONDITIONS SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION IMMEDIATELY.
7. UTILITIES ARE TO BE ADJUSTED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. ALL UTILITIES WITHIN THE ROADWAY STABILIZATION ARE TO BE ADJUSTED BY UTILITY OWNERS. STEEL LINES MAY REMAIN IN PLACE. ADDITIONAL BASE PROTECTION SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DETAIL PROVIDED IN THESE PLANS.
8. LANDSCAPING, OR ANY OTHER OBSTRUCTION, SHALL NOT BE LOCATED WITHIN 7.5' TO THE FRONT AND SIDES OR 4.5 FEET TO THE REAR OF ANY FIRE HYDRANT OR ANY FIRE DEPARTMENT CONNECTION.
9. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE LATEST REVISED AND APPROVED PLANS FROM THE DESIGN FIRM. ANY QUESTIONS AND OR DESIGN DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
10. THE CONTRACTOR IS RESPONSIBLE FOR CHECKING DIMENSIONS AND SITE CONDITIONS AND REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
11. ALL CONSTRUCTION MUST COMPLY WITH THE CURRENT FLORIDA BUILDING CODE AND SHALL BE IN ACCORDANCE WITH THE LATEST ADOPTED RULES AND ORDINANCES OF CITY OF COCOA. THE CONTRACTOR MUST OBTAIN ALL REQUIRED PERMITS BEFORE THE COMMENCEMENT OF CONSTRUCTION.
12. THE CONTRACTOR MUST NOTIFY THE ENGINEER IF SOIL OR SUBSURFACE CONDITIONS UNSUITABLE FOR CONSTRUCTION ARE ENCOUNTERED. ALL EXCAVATED MATERIALS DEEMED UNSUITABLE SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR AT HIS OWN EXPENSE.
13. ITEMS IN CONFLICT WITH THE CONSTRUCTION OF THE DESIGN SUCH AS EXISTING SIDEWALKS, PAVEMENT, DRAINAGE STRUCTURES, AND EXCESS EXCAVATION ARE TO BE REMOVED BY THE CONTRACTOR. THE DISPOSAL OF SUCH ITEMS MUST BE DONE IN A LEGAL AND PROPER MANNER AWAY FROM THE JOB SITE.
14. WHEN REFERENCED TO F.D.O.T. REFERS TO 2019 FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS.
15. THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY THIS CONSTRUCTION TO A CONDITION EQUAL TO, OR BETTER THAN EXISTING.
16. PROPERTY OWNERS AND BUSINESSES WITHIN THE AREA OF CONSTRUCTION SHALL BE GIVEN ACCESS TO THEIR PROPERTIES AT ALL TIMES THROUGHOUT THE DURATION OF CONSTRUCTION.
17. ALL PIPING TO DRAINAGE AND SANITARY SEWER STRUCTURES ARE MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.
18. ALL DISTURBED AREAS WITHIN THE RIGHT-OF-WAY SHALL BE SODDED. SEED & MULCH IS NOT ACCEPTABLE.
19. ANY DAMAGE TO THE EXISTING INFRASTRUCTURE, INCLUDING SIDEWALKS, BY THE CONTRACTOR MUST BE REPLACED PRIOR TO FINAL INSPECTION. SIDEWALK PATCHING IS NOT ACCEPTABLE.
20. ALL UTILITIES (ELECTRICAL, CABLE, TELEPHONE, ETC.) SHALL BE UNDERGROUND.
21. CONTRACTOR IS RESPONSIBLE TO PROTECT AND/OR REPLACE ALL SURVEY MONUMENTATION WITHIN THE PROJECT LIMITS BY A LICENSED SURVEYOR IN THE STATE OF FLORIDA.
22. SIDEWALK SHALL BE ADA ACCESSIBLE WITH RUNNING SLOPES NO STEEPER THAN 1:20, CROSS SLOPE 0.02 OR FLATTER, AND CONSTRUCTED IN ACCORDANCE WITH FDOT INDEX 522-002.
23. LIGHTING SHALL BE DESIGNED, INSTALLED, MAINTAINED, AND DIRECTED SO AS TO AVOID GLARE ON ADJOINING PROPERTIES AND RIGHTS-OF-WAY THROUGH THE USE OF SEMI- AND FULL-CUTOFF SHIELDS.
24. ALL ELEVATIONS SHOWN ON THE CONSTRUCTION DRAWINGS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), UNLESS OTHERWISE NOTED.
25. THE CONTRACTOR SHALL PERFORM HIS WORK IN ACCORDANCE WITH REQUIREMENTS OF THE VARIOUS PERMITS INCLUDED IN THE BID SPECIFICATIONS. ENVIRONMENTAL CONTROLS SHALL BE USED AT LOCATIONS DESIGNATED IN THE PLANS AND/OR DESIGNATED BY THE ENGINEER.
26. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE, AT ALL TIMES, ONE COPY OF THE CONTRACT DOCUMENTS INCLUDING PLANS, SPECIFICATIONS, AND ANY SPECIAL PROVISIONS, AND COPIES OF ANY REQUIRED CONSTRUCTION PERMITS.
27. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL REQUIRED CONSTRUCTION PERMIT AND BONDS PRIOR TO CONSTRUCTION.
28. THE CONTRACTOR SHALL GRADE THE SITE TO THE ELEVATIONS INDICATED ON THE PLANS AND SHALL REGRADE WASHOUTS WHERE THEY OCCUR AFTER EVERY RAINFALL UNTIL A GRASS STAND IS WELL ESTABLISHED.

DEMOLITION NOTES

1. THE CONTRACTOR SHALL DETERMINE LOCATIONS AND INVERTS OF EXISTING UTILITIES AND TAKE PROTECTIVE MEASURES WHEN NECESSARY PRIOR TO PROCEEDING WITH THE DEMOLITION PLAN.
2. THE INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS BASED ON AVAILABLE RECORDS AND SURVEYS BUT IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO AND IS RESPONSIBLE FOR COORDINATING UTILITY RELOCATION WITH PROJECT CONSTRUCTION. PRIOR TO ORDERING DRAINAGE STRUCTURES, THE CONTRACTOR SHALL DETERMINE IF DRAINAGE/UTILITY CONFLICTS EXIST. INFORMATION ON CONFLICTS IS TO BE SUBMITTED TO THE OWNER'S REPRESENTATIVE AS SOON AS POSSIBLE AFTER DISCOVERY FOR RESOLUTION.
3. ALL AREAS DISTURBED IN THE RIGHT OF WAY SHALL BE RETURNED TO ORIGINAL CONDITION OR BETTER.
4. CONTRACTOR TO IMPLEMENT "STREET SWEEPING & VACUUMING" AS NEEDED. CLEAN DIRT FROM ROADWAYS DAILY.
5. CONTRACTOR SHALL EMPLOY SAFETY AND ROADWAY ENTRY AND EXIT PLANS ON A DAILY/WEEKLY BASIS.
6. WHEN CONTRACTOR UTILIZES CONSTRUCTION PHASES HE SHALL BE RESPONSIBLE FOR ADDITIONAL ON-SITE BMP'S AS DEEMED NECESSARY, AND MUST BE APPROVED BY JURISDICTIONAL AUTHORITIES.
7. STOCK PILES SHALL BE ENCOMPASSED WITH SILT FENCE, NOT TO EXCEED 35' IN HEIGHT & NOT BE LOCATED NEAR SITE PERIMETER. LOCATION & SLOPE TO BE APPROVED BY MUNICIPAL INSPECTOR & OTHER JURISDICTIONAL AUTHORITIES AS REQUIRED.

EARTHWORK & SITE PREPARATION

1. PER NPDES REQUIREMENTS THE CONTRACTOR IS RESPONSIBLE FOR PROVIDED DESIGNATED WASHOUT AREAS FOR CONCRETE, STUCCO, ETC. THESE SHOULD BE DESIGNATED ON THE PLANS PRIOR TO CONSTRUCTION AND VERIFIED AT THE PRE-CONSTRUCTION MEETING.
2. ALL EXISTING TREES, BRUSH, ROOTS, WEEDS, WITHIN THE CONSTRUCTION LIMITS ARE TO BE REMOVED AS CLEARING AND GRUBBING UNLESS OTHERWISE DIRECTED. PERSONAL PROPERTY NOT CLAIMED BY HOMEOWNERS WITHIN R/W AFTER 2 WEEK NOTIFICATION BY CONTRACTOR SHALL BE REMOVED UNDER CLEARING AND GRUBBING PAY ITEM.
3. PROOF-ROLL THE CLEARED SURFACE TO LOCATE ANY UNFORESEEN SOFT AREAS OR UNSUITABLE SURFACE OR NEAR-SURFACE SOILS, TO INCREASE THE DENSITY OF THE VERY LOOSE TO LOOSE FINE SAND SOILS WITHIN THE TOP 3 TO 4 FEET, AND TO PREPARE THE EXISTING SURFACE FOR THE ADDITION OF THE FILL SOIL (AS REQUIRED). IF DEEMED NECESSARY, IN AREAS THAT CONTINUE TO "YIELD", REMOVE ALL DELETERIOUS MATERIAL AND REPLACE WITH CLEAN, COMPACTED SAND BACKFILL. THE PROOF-ROLLING SHOULD OCCUR AFTER CUTTING AND BEFORE FILLING.
4. A DENSITY EQUIVALENT TO 98 PERCENT OF THE STANDARD PROCTOR (ASTM D-698) MAXIMUM DRY DENSITY VALUE FOR A DEPTH OF 2 FEET IN THE CROSSING AREA MUST BE ACHIEVED BENEATH THE STRIPPED GROUND SURFACE. ADDITIONAL PASSES AND/OR OVER EXCAVATION AND RECOMPACTION MAY BE REQUIRED IF THESE MINIMUM DENSITY REQUIREMENTS ARE NOT ACHIEVED. THE SOIL MOISTURE SHOULD BE ADJUSTED AS NECESSARY DURING COMPACTION.
5. STRUCTURAL FILL SHOULD CONSIST OF INORGANIC, NON-PLASTIC, GRANULAR SOILS CONTAINING LESS THAN 10% (BY WEIGHT) OF MATERIAL PASSING THE #200 SIEVE (RELATIVELY CLEAN SAND WITH UNIFIED SOIL CLASSIFICATION OF SP, SP-SM, SW, OR SW-SM). THE EXISTING FINE SAND AND SLIGHTLY FINE SAND ARE CONSIDERED TO BE ACCEPTABLE FOR USE AS STRUCTURAL FILL, EXCLUDING ANY NEAR SURFACE TOPSOILS OR ORGANIC MATERIALS. BACKFILL MATERIAL PLACED IN LIFTS NOT TO EXCEED TWELVE (12) INCHES IN THICKNESS, AND COMPACTED TO A MINIMUM DENSITY OF OF 98% OF THE STANDARD PROCTOR (ASTM D-698) IF HAND HELD COMPACTION EQUIPMENT IS USED THE LIFT THICKNESS SHOULD BE REDUCED TO 6 INCHES. IF THE EXCAVATION EXTENDS BELOW THE GROUND WATER LEVEL, THE EXCAVATION SHOULD BE DEWATERED PRIOR TO BACKFILLING. THE DEWATERING OPERATION SHOULD BE A WELLPOINT OPERATION AND SHOULD OPERATE CONTINUOUSLY UNTIL THE FILL HAS BEEN BROUGHT TO AT LEAST TWO (2) FEET ABOVE THE ORIGINAL GROUND WATER LEVEL. PRIOR TO INITIATING COMPACTION, REPRESENTATIVE SAMPLES OF THE FILL MATERIALS TO BE USED, AS WELL AS ACCEPTABLE EXPOSED IN-PLACE SOILS, SHALL BE COLLECTED AND TESTED TO DETERMINE THEIR COMPACTION AND CLASSIFICATION CHARACTERISTICS.
6. WHEN DEWATERING IS REQUIRED, THE CONTRACTOR IS TO SUPPLY THE CITY OF COCOA STORMWATER DIVISION A COPY OF THE DEWATERING PERMIT, IF REQUIRED, A MINIMUM OF TWO (2) BUSINESS DAYS PRIOR TO ANY CONSTRUCTION ACTIVITY.
7. BASED ON THE GROUNDWATER CONDITIONS ENCOUNTERED, THE CONTROL OF THE GROUNDWATER WILL BE REQUIRED TO ACHIEVE THE NECESSARY STRIPPING AND SUBSEQUENT CONSTRUCTION, BACKFILLING, AND COMPACTION REQUIREMENTS PRESENTED IN THE PRECEDING SECTIONS. THE DEWATERING OPERATION SHALL DRAW DOWN THE WATER TABLE SUFFICIENTLY, 2 TO 3 FEET, BELOW THE BOTTOM OF ANY EXCAVATION OR COMPACTION SURFACE TO PRECLUDE "PUMPING" AND/OR COMPACTION-RELATED PROBLEMS WITH THE FOUNDATION SOILS. IF WELL POINT SYSTEM IS USED, ALL WELL POINT HOLES SHALL BE SANDED AND COMPACTED DURING AND AFTER WELL POINT USE. COST IS TO BE INCLUDED IN COST OF PIPE AND STRUCTURES.
8. A REPRESENTATIVE NUMBER OF IN-PLACE FIELD DENSITY TESTS SHOULD BE PERFORMED IN THE COMPACTED EXISTING SOILS AND IN EACH 1' LIFT OF FILL MATERIAL OR BACKFILL TO CONFIRM THAT THE REQUIRED DEGREE OF COMPACTION HAS BEEN ACHIEVED. AT LEAST ONE DENSITY TEST SHALL BE PERFORMED FOR EVERY 250 FEET OF COMPACTED EXISTING SOIL, SUBGRADE, AND EACH LIFT OF CONTROLLED FILL.
9. ANY DEEP EXCAVATIONS OR TRENCHES REQUIRED FOR THIS PROJECT SHALL BE ADEQUATELY SHORED TO PREVENT THE SANDY ON-SITE SOILS FROM COLLAPSING INTO THE EXCAVATIONS. ALL APPLICABLE OSHA STANDARDS AND REGULATIONS SHOULD BE ADHERED TO FOR THE SAFETY OF PROJECT CONSTRUCTION PERSONNEL. CONTRACTOR SHALL COMPLY WITH TRENCH SAFETY ACT. ALL COSTS PER SQUARE FOOT FOR SPECIAL SHORING REQUIREMENTS SHALL BE INCORPORATED INTO THE RELATED ITEMS ON THE BID FORMS.

PRECONSTRUCTION RESPONSIBILITIES

1. THE CONTRACTOR IS TO ARRANGE AND ATTEND A PRE-CONSTRUCTION MEETING WITH THE CITY OF COCOA PRIOR TO BEING ISSUED A NOTICE TO PROCEED AND PROVIDE A COPY OF THE NOI/CGP TO THE CITY OF COCOA STORMWATER DIVISION A MINIMUM OF TWO (2) BUSINESS DAYS PRIOR TO BEGINNING ANY CONSTRUCTION.
2. ALL EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE IN PLACE AND INSPECTED BY THE CITY OF COCOA STORMWATER DIVISION PRIOR TO ANY OTHER CLEARING, GRUBBING, OR DEMOLITION ACTIVITIES.
3. UPON THE RECEIPT OF THE "NOTICE TO PROCEED", THE CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD AND ARRANGE A PRE-CONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENTAL AGENCIES, UTILITY OWNERS, THE OWNER AND THE ENGINEER OF RECORD.
4. THE CONTRACTOR SHALL OBTAIN A SUNSHINE CERTIFICATION NUMBER AT LEAST 48 HOURS PRIOR TO BEGINNING ANY EXCAVATION, CALL 1-800-432-4770.
5. ALL UTILITY EASEMENTS TO BE SECURED PRIOR TO CONSTRUCTION (IF REQUIRED).

INSPECTIONS

1. THE CONTRACTOR IS TO CONTACT THE CITY OF COCOA'S PUBLIC WORKS DEPARTMENT AND ANY OTHER RELEVANT CITY DEPARTMENTS, AS REQUIRED, FOR THE INSPECTIONS IN ADDITION TO THE ENGINEER OF RECORD.
2. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD PRIOR TO BEGINNING CONSTRUCTION AND PRIOR TO THE INSPECTION OF THE FOLLOWING ITEMS, WHERE APPLICABLE:
   - 2.1. CLEARING AND FILLING
   - 2.2. STORM DRAINAGE SYSTEM
   - 2.3. LIMEROCK BASE, OR COQUINA BASE
   - 2.4. ASPHALTIC CONCRETE
   - 2.5. FINAL

SHOP DRAWINGS

1. PRIOR TO THEIR CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED TO BE APPROVED BY THE ENGINEER OF RECORD FOR THE FOLLOWING ITEMS: HEADWALLS, CATCH BASINS, PIPING, AND ALL REQUIRED ACCESSORIES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL OTHER AGENCY APPROVALS IF REQUIRED.

DRAINAGE NOTES

1. CONTRACTOR TO PROVIDE A PRE-CONSTRUCTION VIDEO SHOWING EXISTING CONDITIONS PER CITY OF COCOA REQUIREMENTS.
2. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL STORM DRAINAGE STRUCTURES TO THE ENGINEER OF RECORD FOR REVIEW AND APPROVAL, PRIOR TO ORDERING MATERIALS.
3. ALL CONCRETE DRAINAGE STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST REVISION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION "ROADWAY AND TRAFFIC DESIGN STANDARDS".
4. PIPE LENGTHS INDICATED ON PLANS ARE FROM INSIDE WALL TO INSIDE WALL OF STRUCTURES. MITERED, AND FLARED END SECTIONS ARE NOT INCLUDED IN PIPE LENGTH.
5. ALL PAVEMENT CONSTRUCTION, MATERIALS, AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE TYPICAL PAVEMENT SECTION AS DEPICTED ON THE PLANS, AND THE LATEST REVISIONS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
6. ALL INLET/MANHOLE - PIPE JOINTS SHALL BE FILLED WITH NON-SHRINK GROUT, COVERED WITH AN ASPHALTIC MASTIC COATING, AND WRAPPED WITH A FILTER FABRIC MATERIAL.
7. THE CONTRACTOR SHALL GRADE THE SITE TO THE ELEVATIONS INDICATED ON THE PLANS AND TO FDOT TOLERANCES AND SHALL REGRADE WASHOUTS WHERE THEY OCCUR AFTER EVERY RAINFALL UNTIL A GRASS STAND IS WELL ESTABLISHED.
8. ALL UNPAVED AREAS DISTURBED BY CONSTRUCTION SHALL BE REGRADED, SEED, AND MULCHED 5:1 SLOPES OR FLATTER, SOD STEEPER SLOPES, UNLESS OTHERWISE NOTED.
9. THE CONTRACTOR SHALL UTILIZE METHODS TO CONTROL SURFACE WATER DURING DEWATERING AND ROADWAY PREPARATION, INCLUDING TEMPORARY SWALES, BERMS, ETC., TO MINIMIZE THE IMPACT OF RAIN DELAYS ON THE PROJECT SCHEDULE.
10. SITE DRAINAGE AND CONSTRUCTION IMPROVEMENTS SHALL NOT ADVERSELY IMPACT ADJOINING PROPERTIES AND/OR ROADWAYS.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING PUBLIC ROADWAY, CURBS, GUTTERS, SIDEWALKS, DRAINAGE SYSTEMS, AND UTILITIES AS A DIRECT RESULT OF NEW CONSTRUCTION. ROAD IMPROVEMENTS SUCH AS BUT NOT LIMITED TO RESURFACING MAYBE REQUIRED.

PAVING

1. ALL EXISTING PAVEMENT, CUT OR DAMAGED BY CONSTRUCTION, SHALL BE PROPERLY RESTORED AT THE CONTRACTOR'S EXPENSE.
2. WHERE ANY PROPOSED PAVEMENT IS TO BE CONNECTED TO EXISTING PAVEMENT, THE EXISTING EDGE OF PAVEMENT SHALL BE SAW CUT AND REMOVED 12 INCHES FROM THE EDGE OF THE TRAVEL LANE TO OFFSET THE ASPHALT/BASE COURSE JOINT.
3. BASE COURSE SHALL BE CRUSHED LIMEROCK OR COQUINA IN ACCORDANCE WITH SECTION 200 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2018.
4. ASPHALT SURFACES SHALL BE TYPE SP-9.5 ASPHALTIC CONCRETE IN ACCORDANCE WITH SECTION 334 OF THE FDOT STANDARD SPECIFICATIONS, 2018 EDITION, UNLESS OTHERWISE SPECIFIED ON THE PLANS.
5. SUBGRADE FOR ROADWAY SHALL BE A MINIMUM 8 INCHES THICK (UNLESS OTHERWISE INDICATED) AND SHALL BE COMPACTED TO A MINIMUM OF 98% OF THE MAXIMUM DENSITY (AASHTO T-180), AND SHALL HAVE A MINIMUM LBR 40.
6. BASE COURSE MATERIAL FOR PAVED AREAS SHALL BE A MINIMUM THICKNESS OF 8" PLACED IN TWO - 4" LIFTS ON A SINGLE LAYER FOR STREETS. BASE COURSE MATERIAL SHALL HAVE A MINIMUM LBR 100, UNLESS OTHERWISE INDICATED.
7. BASE COURSE SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
8. INSTALLATION OF THE WEARING SURFACE SHALL CONFORM WITH THE REQUIREMENTS OF THE FDOT STANDARDS SPECIFICATIONS FOR TYPE S-III ASPHALTIC CONCRETE.
9. THE FINISHED SURFACE OF THE BASE COURSE AND THAT OF THE WEARING SURFACE SHALL NOT VARY MORE THAN 1/4" FROM THE TEMPLATE, NOR 0.1 FT. FROM PROPOSED FINISHED GRADE ELEVATIONS AS DEPICTED ON THE DESIGN DRAWINGS. ANY IRREGULARITIES EXCEEDING THESE LIMITS SHALL BE CORRECTED BY SCARIFYING TO A DEPTH OF THREE (3) INCHES, REMOVING OR ADDING ROCK AS MAY BE REQUIRED, AND WATERING, ROLLING AND COMPACTING THE SCARIFIED AREA.
10. ALL CONCRETE USED IN CONSTRUCTION SHALL ATTAIN A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI IN 28 DAYS. ALL CONCRETE SIDEWALKS SHALL HAVE CONTROL JOINTS CUT ON 5 FT CENTERS AND EXPANSION JOINTS PLACED ON 75 FT CENTERS.
11. DENSITY TESTS SHALL BE TAKEN BY AN INDEPENDENT TESTING LABORATORY CERTIFIED BY THE STATE OF FLORIDA.
12. ALL TESTING COSTS (PAVING) SHALL BE PAID FOR BY THE OWNER EXCEPT THOSE TESTS FAILING TO MEET THE SPECIFIED REQUIREMENTS WHICH ARE TO BE PAID BY THE CONTRACTOR.

EROSION CONTROL

1. THE CONTRACTOR MUST SELECT, IMPLEMENT, AND OPERATE ALL EROSION AND SEDIMENT CONTROL MEASURES REQUIRED TO RETAIN SEDIMENT ON-SITE AND TO PREVENT VIOLATIONS OF WATER QUALITY STANDARD PER STATE OF FLORIDA. THE CONTRACTOR IS ENCOURAGED TO USE APPROPRIATE BEST MANAGEMENT PRACTICES FOR EROSION AND SEDIMENT CONTROLS AS DESCRIBED IN THE FLORIDA LAND DEVELOPMENT MANUAL; A GUIDE TO SOUND LAND AND WATER MANAGEMENT (DER, 1988).
2. THE MINIMUM STANDARD FOR ESTABLISHED STABILIZED SOILS IS A 70% GRASS STAND. APPROVAL FROM THE CITY OF COCOA IS REQUIRED PRIOR TO REMOVING ANY STORMWATER OR EROSION CONTROL BMP'S.
3. ALL EROSION CONTROL/WATER QUALITY DEVICES SHALL BE IN ACCORDANCE WITH INDEXES 102 AND 103 OF THE LATEST EDITION OF THE FDOT "ROADWAY AND TRAFFIC DESIGN STANDARDS". TURBIDITY BARRIERS SHALL BE INSTALLED AT ALL OFFSITE DISCHARGE POINTS. ALL EROSION CONTROL/WATER QUALITY DEVICES SHALL BE LEFT IN PLACE UNTIL THE DISTURBED AREAS ARE COMPLETELY STABILIZED AND/OR VEGETATED.
4. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SOIL MOISTURE TO PREVENT WIND GENERATED SOIL EROSION. ALL SURFACES 30 OR MORE DAYS SHALL BE VEGETATED WITH A TEMPORARY OR PERMANENT COVER.
5. SILT FENCE SHALL BE IN-PLACE AS SHOWN PRIOR TO CONSTRUCTION.
6. CONSTRUCTION ENTRANCE TO BE INSTALLED AND GRADED SO THAT NO SEDIMENT LEAVES THIS SITE.
7. ALL EXIT LOCATIONS INTENDED TO BE USED CONTINUOUSLY AND FOR A PERIOD OF TIME SHALL HAVE STABILIZED CONSTRUCTION ENTRANCE/EXIT BMPS (TC-1 "STABILIZED CONSTRUCTION ENTRANCE/EXIT" OR TC-2 "ENTRANCE/OUTLET TIRE WASH").
8. IF APPLICABLE, ROUTE RUNOFF FROM STABILIZED ENTRANCES THROUGH A SEDIMENT TRAPPING DEVICE BEFORE DISCHARGE.
9. THE LAND-DISTURBING ACTIVITY SHALL CONFORM TO EXISTING TOPOGRAPHY AND SOIL TYPE SO AS TO CREATE THE LOWEST PRACTICAL EROSION POTENTIAL.
10. LAND DISTURBING ACTIVITIES SHALL BE CONDUCTED IN A MANNER MINIMIZING EROSION.
11. THE DISTURBED AREA AND THE DURATION OF EXPOSURE TO EROSIVE ELEMENTS SHALL BE KEPT TO A PRACTICAL MINIMUM.
12. EROSION CONTROL MUST BE STRICTLY MAINTAINED DURING CUT AND FILL OPERATIONS.
13. DISTURBED SOIL SHALL BE STABILIZED AS QUICKLY AS PRACTICAL.
14. WHENEVER FEASIBLE, NATURAL VEGETATION SHALL BE RETAINED, PROTECTED AND SUPPLEMENTED.
15. TEMPORARY VEGETATION OR MULCHING SHALL BE EMPLOYED TO PROTECT EXPOSED CRITICAL AREAS DURING DEVELOPMENT.
16. PERMANENT VEGETATION AND STRUCTURAL EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY DEMOLITION OR CONSTRUCTION ACTIVITY.
17. ADEQUATE PROVISIONS MUST BE PROVIDED TO MINIMIZE DAMAGE FROM SURFACE WATER TO CUT THE FACE OF EXCAVATIONS OR THE SLOPING SURFACE OF FILLS.
18. TO THE EXTENT NECESSARY, SEDIMENT IN RUNOFF WATER MUST BE TRAPPED BY THE USE OF DEBRIS BASINS, SEDIMENT BASINS, SILT TRAPS OR SIMILAR MEASURES UNTIL THE DISTURBED AREA IS STABILIZED.
19. CUTS AND FILLS MUST BE CONSTRUCTED IN SUCH A MANNER THAT EROSION AND RUNOFF FROM THE SITE DOES NOT ENCOUNTER ADJOINING PROPERTY.
20. CONTRACTOR TO PLACE SILT FENCE IN ALL AREAS WHERE THE POTENTIAL FOR OFFSITE EROSION EXISTS PER DETAIL SHOWN ON THIS SHEET.
21. CONTRACTOR WILL BE RESPONSIBLE FOR CLEANING UP ANY MATERIAL TRACKED ONTO ALL ROADWAYS IMMEDIATELY AND SHALL BE RESPONSIBLE FOR DUST CONTROL.

PROJECT CLOSEOUT

1. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER, AND UPON FINAL CLEAN-UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH. THE PAVED AREAS SHALL BE BROOM SWEPT CLEAN.
2. WHERE MATERIAL OR DEBRIS HAS WASHED OR FLOWED INTO OR HAS BEEN PLACED IN WATER COURSES, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING THE PROGRESS OF THE WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION.
3. ALL UNPAVED SURFACES SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED BEFORE THE CONSTRUCTION.
4. DURING THE DAILY PROGRESS OF THE JOB, THE CONTRACTOR SHALL RECORD ON HIS SET OF CONSTRUCTION DRAWINGS, THE EXACT LOCATION, LENGTH, AND ELEVATION OF ANY FACILITY NOT BUILT EXACTLY ACCORDING TO PLANS.
5. UPON COMPLETION OF DRAINAGE IMPROVEMENTS AND LIMEROCK BASE CONSTRUCTION (AND BEFORE PLACING ASPHALT PAVEMENT) THE CONTRACTOR SHALL FURNISH THE ENGINEER OF RECORD AND THE CITY OF COCOA "AS-BUILT" PLANS FOR THESE IMPROVEMENTS, SHOWING THE LOCATIONS AND PERTINENT GRADES OF ALL DRAINAGE INSTALLATIONS AND THE FINISHED ROCK GRADES OF THE ROAD CROWN AND EDGES OF PAVEMENT AT 20 FOOT INTERVALS. THESE SHALL BE PROVIDED IN THE FORM OF HARD-COPY PAPER FORMAT AND AN ELECTRONIC VERSION.
6. UPON COMPLETION OF CONSTRUCTION, AND PRIOR TO FINAL PAYMENT, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER OF RECORD AND TO THE OWNER EACH, ONE COMPLETE SET OF ALL "AS-BUILT" CONTRACT DRAWINGS ON BLUELINE AND MYLAR. THESE DRAWINGS SHALL BE MARKED TO SHOW "AS-BUILT" CONSTRUCTION CHANGES, DIMENSIONS, LOCATIONS AND ELEVATIONS OF ALL IMPROVEMENTS. THE "AS-BUILT" DRAWINGS SHALL BE SIGNED AND SEALED BY A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA.

SAFETY NOTES

1. DURING THE CONSTRUCTION AND/OR MAINTENANCE OF THIS PROJECT, ALL SAFETY REGULATIONS SHALL BE ENFORCED. THE CONTRACTOR OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE CONTROL AND SAFETY OF THE TRAVELING PUBLIC AND THE SAFETY OF HIS PERSONNEL.
2. LABOR SAFETY REGULATIONS SHALL CONFORM TO THE PROVISIONS SET FORTH BY OSHA IN THE FEDERAL REGISTER OF THE DEPARTMENT OF TRANSPORTATION.
3. THE MINIMUM STANDARDS AS SET FORTH IN THE CURRENT EDITION OF THE STATE OF FLORIDA, "ROADWAY AND TRAFFIC DESIGN STANDARDS" SHALL BE FOLLOWED IN THE DESIGN APPLICATION, INSTALLATION, MAINTENANCE AND REMOVAL OF ALL TRAFFIC CONTROL DEVICES, WARNING DEVICES AND BARRIERS NECESSARY TO PROTECT THE PUBLIC AND WORKMEN FROM HAZARDS WITHIN THE PROJECT.
4. ALL TRAFFIC CONTROL MARKINGS AND DEVICES SHALL CONFORM TO THE PROVISIONS SET FORTH IN THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" PREPARED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION.
5. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY AND ENFORCE ALL APPLICABLE SAFETY REGULATIONS. THE ABOVE INFORMATION HAS BEEN PROVIDED FOR THE CONTRACTOR'S INFORMATION ONLY AND DOES NOT IMPLY THAT THE OWNER OR ENGINEER WILL INSPECT AND/OR ENFORCE SAFETY REGULATIONS.

Revision		
△ PER CITY OF COCOA COMMENTS	12/21/18	
△ PER SJRWMD COMMENTS	10/22/18	
Designed: AHK		Date: 9/27/2018
Drawn: DRD		Date: 9/27/2018
Checked: AHK		Date: 9/27/2018

LAKESIDE PALMS WEST
COCOA, FL

GENERAL NOTES

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Sheet #:

C-2

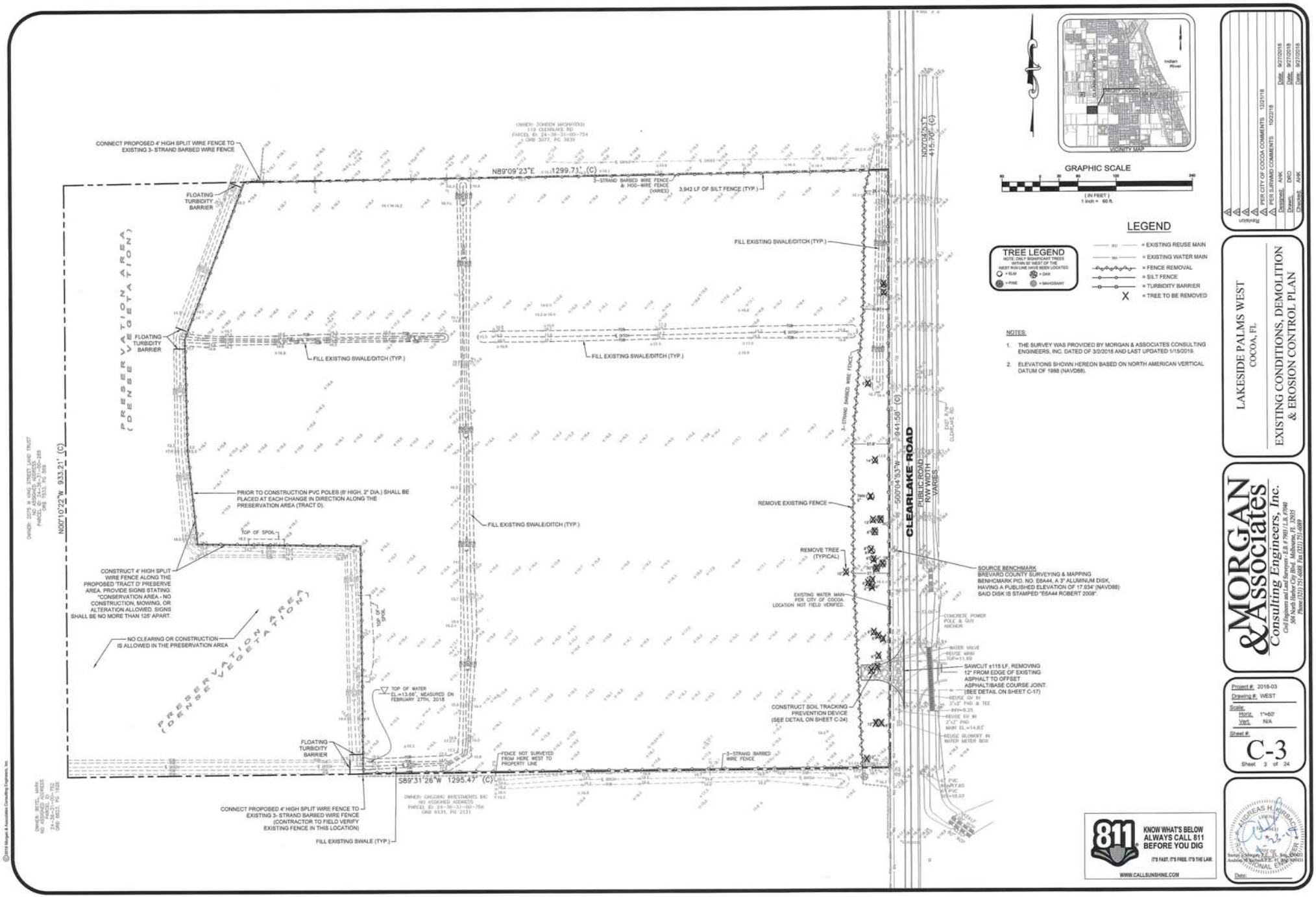
Sheet 2 of 24

ANDREAS H. KIRSACH LICENSE No. 49431 STATE OF FLORIDA PROFESSIONAL ENGINEER

Stephen J. Morgan P.E. FL. Reg. #39632
Andreas H. Kirsach P.E. FL. Reg. #49431

Date:

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NOTES:

1. THE SURVEY WAS PROVIDED BY MORGAN & ASSOCIATES CONSULTING ENGINEERS, INC. DATED OF 3/2/2018 AND LAST UPDATED 1/15/2019.
2. ELEVATIONS SHOWN HEREON BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

Revision	Date
PER CITY OF COCOA COMMENTS - 12/21/18	
PER SJRWMD COMMENTS - 10/22/18	
Designed: AHK	Date: 9/27/2018
Drawn: DRO	Date: 9/27/2018
Checked: AHK	Date: 9/27/2018

LAKESIDE PALMS WEST
COCOA, FL

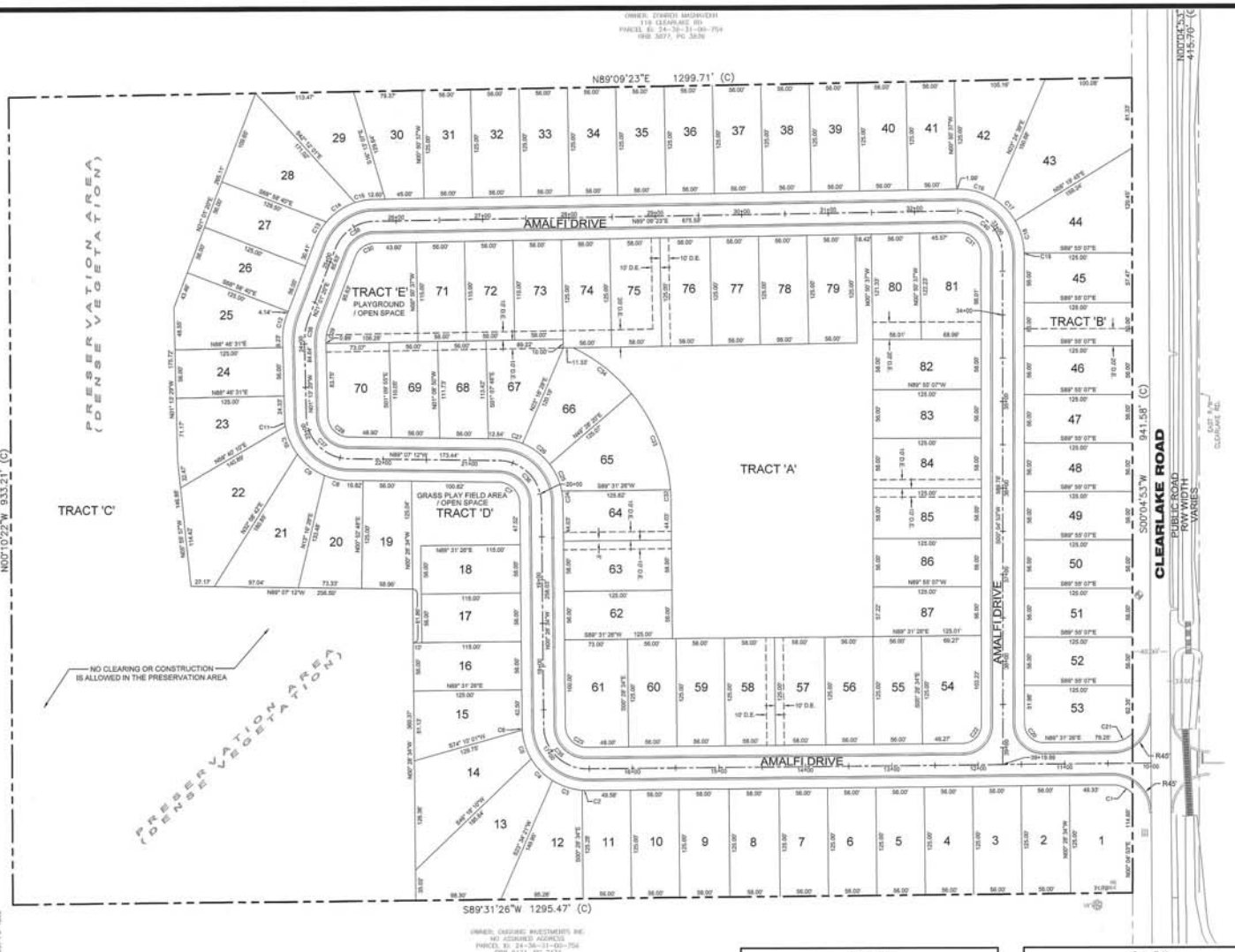
EXISTING CONDITIONS, DEMOLITION & EROSION CONTROL PLAN

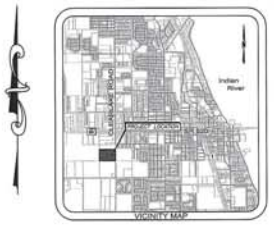
MORGAN & Associates
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Civil Engineers and Land Surveyors - E.B. # 7905 / L.B. #7948
500 North Harbor City Blvd. Melbourne, Fl. 32935
Phone (321) 751-6888 Fax (321) 751-6889

Project #: 2018-03
Drawing #: WEST
Scale:
Horiz. 1"=60'
Vert. N/A
Sheet #:
C-3
Sheet 3 of 24

ANDREAS H. HIRSCH — STATE OF FLORIDA — PROFESSIONAL ENGINEER
Senior Estimator, P.E., FL Reg. 69611
Anthony M. Sachwald, P.E., FL Reg. 74511
Date:

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GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	26.49'	32.00'	047°25'42"	N66°45'43"W	25.74'
C2	6.43'	75.00'	004°54'38"	S88°01'15"E	6.43'
C3	36.47'	75.00'	027°51'40"	S71°38'06"E	36.11'
C4	35.33'	75.00'	026°59'12"	S44°12'40"E	35.00'
C5	35.33'	75.00'	026°59'12"	N17°13'28"W	35.00'
C6	4.26'	75.00'	003°15'18"	S02°06'13"E	4.26'
C7	38.68'	25.00'	088°38'38"	N44°47'53"W	34.93'
C8	28.54'	75.00'	021°48'08"	S78°13'08"E	28.37'
C9	40.49'	75.00'	030°55'55"	S51°51'08"E	40.00'
C10	35.33'	75.00'	026°59'12"	S22°53'34"E	35.00'
C11	10.70'	75.00'	008°10'29"	S05°18'43"E	10.69'
C12	29.12'	75.00'	022°14'48"	S09°53'56"W	28.94'
C13	26.12'	75.00'	019°57'11"	S30°59'56"W	25.99'
C14	40.49'	75.00'	030°55'55"	S56°26'29"W	40.00'

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C15	22.58'	75.00'	017°14'58"	S80°31'55"W	22.49'
C16	43.71'	75.00'	033°23'21"	N74°08'57"W	43.09'
C17	35.33'	75.00'	026°59'12"	N43°57'40"W	35.00'
C18	38.52'	75.00'	029°25'38"	N15°45'15"W	38.10'
C19	1.47'	75.00'	001°07'18"	N00°28'46"W	1.47'
C20	34.57'	22.00'	090°01'59"	S45°27'28"E	31.12'
C21	26.60'	32.00'	047°37'25"	N65°42'44"E	25.84'
C22	34.34'	22.01'	089°22'02"	N44°48'09"E	30.96'
C23	39.27'	25.00'	090°00'00"	S45°28'34"E	35.36'
C24	14.05'	75.00'	010°44'08"	S05°50'38"E	14.03'
C25	34.37'	75.00'	026°15'14"	S24°20'19"E	34.07'
C26	39.82'	75.00'	030°25'08"	N52°40'30"W	39.35'
C27	27.80'	75.00'	021°14'08"	N78°30'08"W	27.64'
C28	38.35'	25.00'	087°53'43"	S45°10'20"E	34.70'

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C29	19.41'	50.00'	022°14'48"	S09°53'56"W	19.29'
C30	29.73'	25.00'	068°08'03"	S55°05'21"W	28.01'
C31	39.67'	25.00'	090°55'30"	N45°22'52"W	35.64'
C32	13.98'	200.00'	004°00'20"	N02°28'44"W	13.98'
C33	121.82'	200.00'	034°53'54"	N21°58'51"W	119.94'
C34	85.63'	200.00'	024°49'00"	N51°47'18"W	85.95'
C35	78.54'	50.00'	090°00'00"	S45°28'34"E	70.71'
C36	77.36'	50.00'	088°38'38"	N44°47'53"W	69.87'
C37	76.70'	50.00'	087°53'43"	S45°10'20"E	69.40'
C38	29.12'	75.00'	022°14'48"	S09°53'56"W	28.94'
C39	59.46'	50.00'	068°08'03"	S55°05'21"W	56.02'
C40	79.35'	50.00'	090°55'30"	N45°22'52"W	71.28'

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REVISION		
1	PER CITY OF COCOA COMMENTS 12/21/18	
2	PER SURVMD COMMENTS 10/22/18	
	Designed: AHK	Date: 9/27/2018
	Drawn: DRD	Date: 9/27/2018
	Checked: AHK	Date: 9/27/2018

LAKESIDE PALMS WEST
COCOA, FL

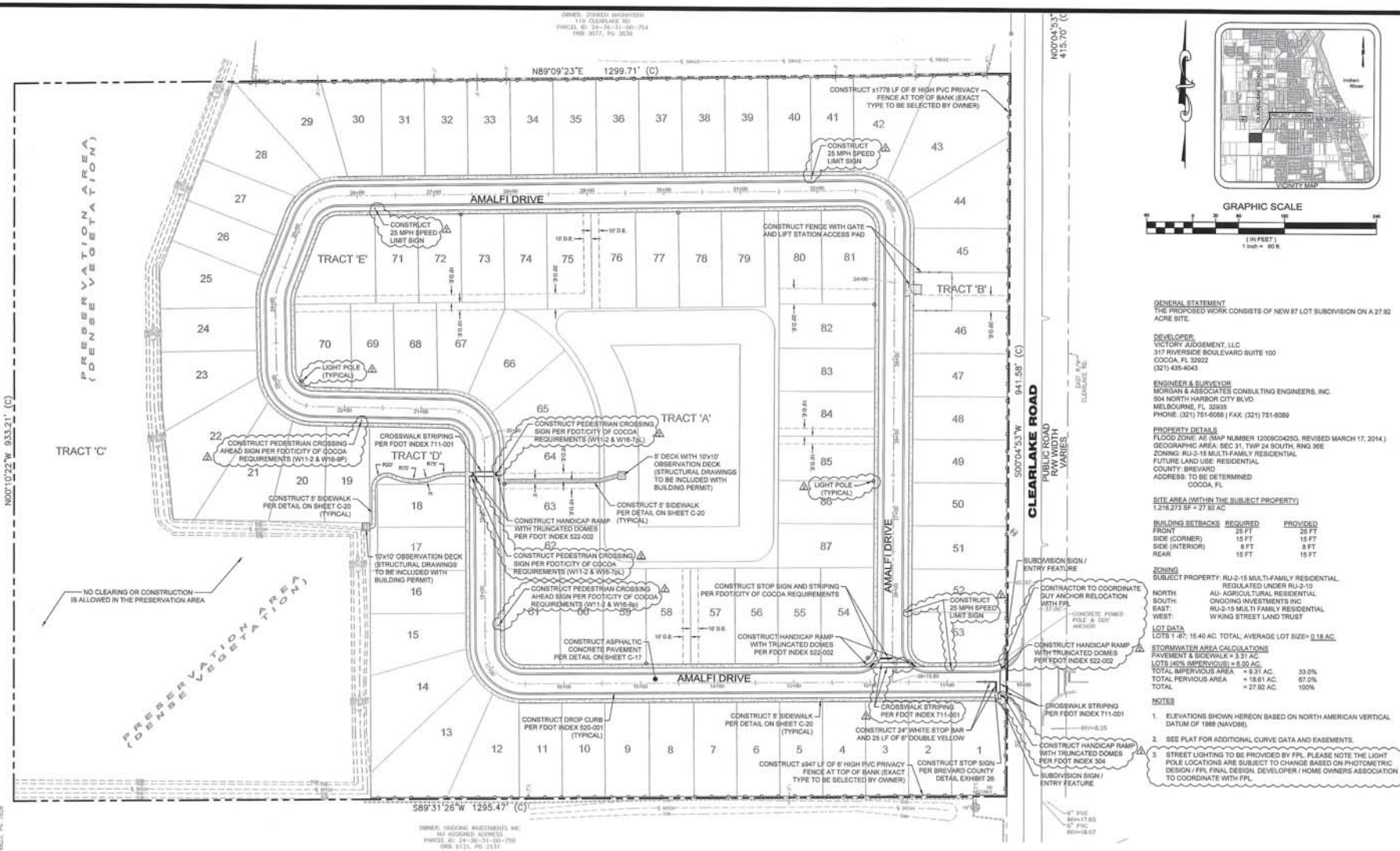
HORIZONTAL GEOMETRY PLAN

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Civil Engineers and Land Surveyors - E.B. # 7993 / L.B. #7940
504 North Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-6088 Fax (321) 751-6089

Project #: 2018-03
Drawing #: WEST
Scale:
Horiz. 1"=60'
Vert. N/A
Sheet #:
C-4
Sheet 4 of 24

ANDREAS H. KIRBACH
STATE OF FLORIDA
REGISTERED PROFESSIONAL ENGINEER
Surveyor & Mapping Certificate of Authorization No. LB 7940
Engineering Certificate of Authorization No. EB 7993
Date:

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GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

Revision	
1	PER CITY OF COCOA COMMENTS 12/21/18
2	PER SJRWMD COMMENTS 10/22/18
3	
4	
5	

Designed: AHK Date: 9/27/2018
Drawn: DRD Date: 9/27/2018
Checked: AHK Date: 9/27/2018

LAKESIDE PALMS WEST
COCOA, FL

SITE PLAN

GENERAL STATEMENT
THE PROPOSED WORK CONSISTS OF NEW 87 LOT SUBDIVISION ON A 27.92 ACRE SITE.

DEVELOPER:
VICTORY JUDGEMENT, LLC
317 RIVERSIDE BOULEVARD SUITE 100
COCOA, FL 32922
(321) 435-4043

ENGINEER & SURVEYOR
MORGAN & ASSOCIATES CONSULTING ENGINEERS, INC.
504 NORTH HARBOR CITY BLVD
MELBOURNE, FL 32935
PHONE: (321) 751-6088 | FAX: (321) 751-6089

PROPERTY DETAILS
FLOOD ZONE: AE (MAP NUMBER 12009C0425G, REVISED MARCH 17, 2014.)
GEOGRAPHIC AREA: SEC 31, TWP 24 SOUTH, RNG 36E
ZONING: RU-2-15 MULTI-FAMILY RESIDENTIAL
FUTURE LAND USE: RESIDENTIAL
COUNTY: BREVARD
ADDRESS: TO BE DETERMINED
COCOA, FL

SITE AREA (WITHIN THE SUBJECT PROPERTY)
1,216,273 SF = 27.92 AC

BUILDING SETBACKS	REQUIRED	PROVIDED
FRONT	25 FT	25 FT
SIDE (CORNER)	15 FT	15 FT
SIDE (INTERIOR)	8 FT	8 FT
REAR	15 FT	15 FT

ZONING
SUBJECT PROPERTY: RU-2-15 MULTI-FAMILY RESIDENTIAL, REGULATED UNDER RU-2-10

NORTH:	AU- AGRICULTURAL RESIDENTIAL
SOUTH:	ONGOING INVESTMENTS INC.
EAST:	RU-2-15 MULTI FAMILY RESIDENTIAL
WEST:	W KING STREET LAND TRUST

LOT DATA
LOTS 1-87; 15.40 AC. TOTAL; AVERAGE LOT SIZE= 0.18 AC.

STORMWATER AREA CALCULATIONS
PAVEMENT & SIDEWALK = 3.31 AC.
LOTS (40% IMPERVIOUS) = 6.00 AC.

TOTAL IMPERVIOUS AREA	= 9.31 AC.	33.0%
TOTAL PERVIOUS AREA	= 18.61 AC.	67.0%
TOTAL	= 27.92 AC.	100%

NOTES
1. ELEVATIONS SHOWN HEREON BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
2. SEE PLAT FOR ADDITIONAL CURVE DATA AND EASEMENTS.
3. STREET LIGHTING TO BE PROVIDED BY FPL. PLEASE NOTE THE LIGHT POLE LOCATIONS ARE SUBJECT TO CHANGE BASED ON PHOTOMETRIC DESIGN / FPL FINAL DESIGN. DEVELOPER / HOME OWNERS ASSOCIATION TO COORDINATE WITH FPL.

TRACT DATA

	AREA	TRACT USE
TRACT A	1.99 AC.	STORMWATER MANAGEMENT / OPEN SPACE & RECREATIONAL AMENITIES
TRACT B	0.12 AC.	LIFT STATION FACILITIES
TRACT C	6.69 AC.	CONSERVATION AREA / PASSIVE RECREATIONAL USE
TRACT D	0.21 AC.	OPEN SPACE & RECREATIONAL AMENITIES
TRACT E	0.25 AC.	OPEN SPACE & RECREATIONAL AMENITIES

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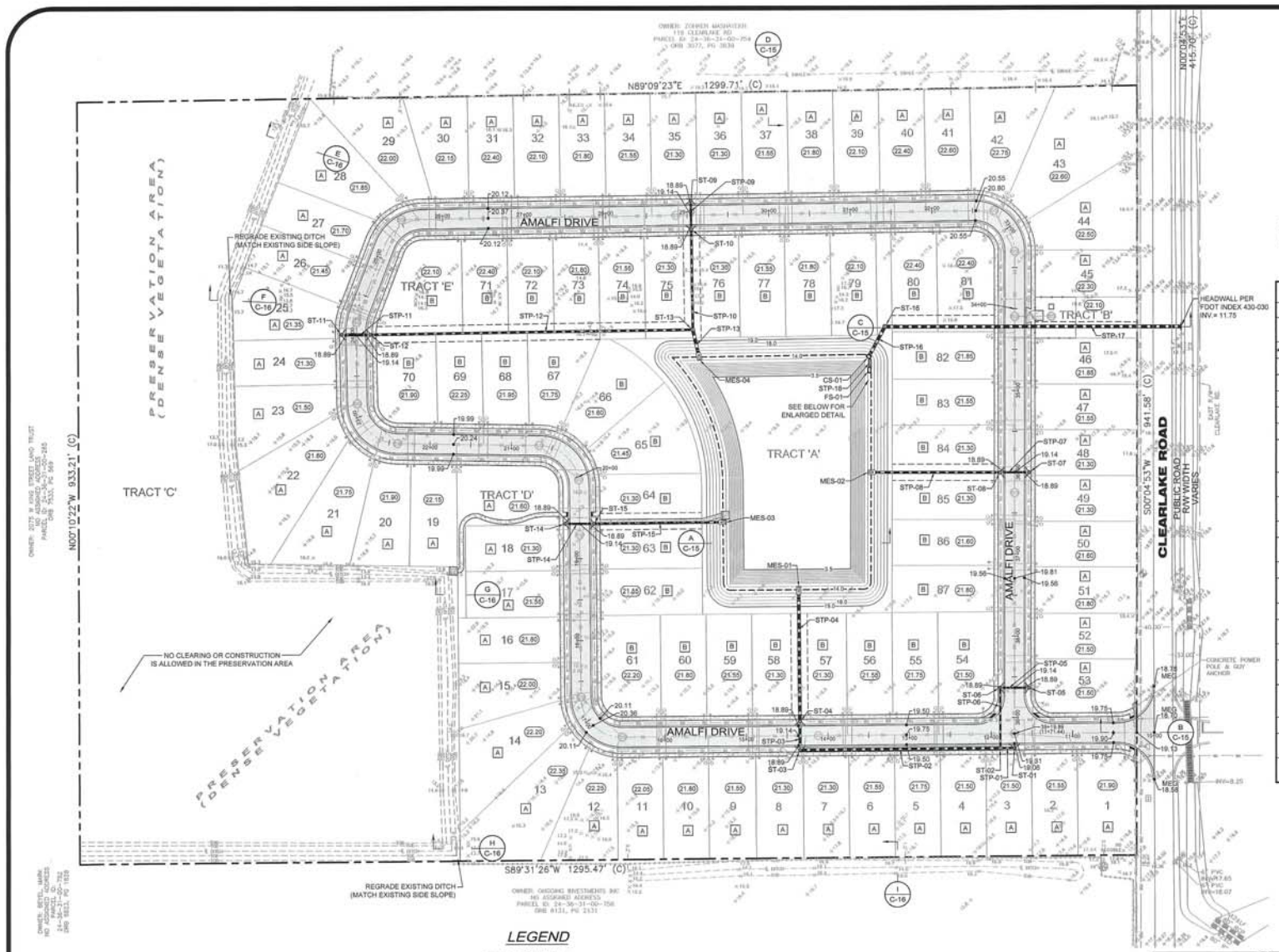
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Project #: 2018-03
Drawing #: WEST
Scale:
Horiz. 1"=60'
Vert. N/A
Sheet #:

C-5
Sheet 5 of 24

ANDREAS H. KIRBACH — LICENSE NO. 73931 — STATE OF FLORIDA — PROFESSIONAL ENGINEER
Morgan & Associates (EB 21 PE: 6-30-2019)
Andreas H. Kirbach P.E. (73931: 6-30-2019)
Date:

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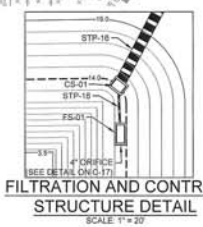


LEGEND

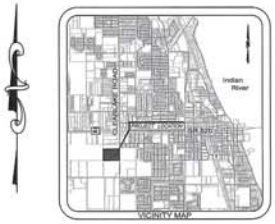
- = CONCRETE
- = ASPHALT PAVEMENT
- = PROPERTY BOUNDARY
- = STORM PIPES
- = RECLAIMED REUSE WATER MAIN
- = SANITARY SEWER MAIN
- = WATER MAIN
- = STORM INLET
- = STORM MANHOLE
- (20.00) = FINISHED FLOOR ELEVATION
- A = TYPICAL LOT LAYOUT TYPE
- MEG = MATCH EXISTING GRADE

PIPE TABLE				
NAME	SIZE	LENGTH	SLOPE	MATERIAL
STP-01	18"	17 LF	1.18%	RCP
STP-02	19"x30"	246 LF	0.12%	ERCP
STP-03	19"x30"	35 LF	0.29%	ERCP
STP-04	36"	165 LF	0.45%	RCP
STP-05	18"	35 LF	0.29%	RCP
STP-06	18"	74 LF	0.13%	RCP
STP-07	18"	35 LF	1.43%	RCP
STP-08	24"	162 LF	0.92%	RCP
STP-09	18"	35 LF	0.71%	RCP

PIPE TABLE				
NAME	SIZE	LENGTH	SLOPE	MATERIAL
STP-10	24"	122 LF	0.81%	RCP
STP-11	19"x30"	35 LF	0.29%	ERCP
STP-12	24"	396 LF	0.23%	RCP
STP-13	36"	38 LF	2.63%	RCP
STP-14	18"	35 LF	0.71%	RCP
STP-15	24"	163 LF	1.08%	RCP
STP-16	36"	41 LF	0.24%	RCP
STP-17	36"	364 LF	0.04%	RCP
STP-18	6"	18 LF	1.52%	PVC (SCH40)



FILTRATION AND CONTROL STRUCTURE DETAIL
SCALE: 1" = 20'



GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.

STRUCTURE TABLE			
NAME	STRUCTURE	RIM	INVERTS
*CS-01	TYPE D INLET	RIM= 18.85	S. INV.= 13.40 (STP-18) NE. INV.= 12.00 (STP-16)
**FS-01	FILTRATION SYSTEM	RIM= 18.85	N. INV.= 13.85 (STP-18)
MES-01	MITERED END SECTION	N/A	S. INV.= 13.00 (STP-04)
MES-02	MITERED END SECTION	N/A	E. INV.= 13.00 (STP-08)
MES-03	MITERED END SECTION	N/A	W. INV.= 13.00 (STP-15)
MES-04	MITERED END SECTION	N/A	N. INV.= 13.00 (STP-13)
ST-01	TYPE 4 INLET	RIM= 19.57	W. INV.= 15.30 (STP-01)
ST-02	STORM MANHOLE (TYPE P BOTTOM)	RIM= 19.50	W. INV.= 15.10 (STP-02) N. INV.= 15.10 (STP-06) E. INV.= 15.10 (STP-01)
ST-03	TYPE 4 INLET	RIM= 19.40	N. INV.= 14.80 (STP-03) E. INV.= 14.80 (STP-02)
ST-04	TYPE 4 INLET	RIM= 19.40	N. INV.= 13.75 (STP-04) S. INV.= 14.70 (STP-03)
ST-05	TYPE 4 INLET	RIM= 19.40	W. INV.= 15.30 (STP-05)
ST-06	TYPE 4 INLET	RIM= 19.40	E. INV.= 15.20 (STP-05) S. INV.= 15.20 (STP-06)
ST-07	TYPE 4 INLET	RIM= 19.40	W. INV.= 15.00 (STP-07)
ST-08	TYPE 4 INLET	RIM= 19.40	E. INV.= 14.50 (STP-07) W. INV.= 14.50 (STP-08)
ST-09	TYPE 4 INLET	RIM= 19.40	S. INV.= 15.00 (STP-09)
ST-10	TYPE 4 INLET	RIM= 19.40	N. INV.= 14.75 (STP-09) S. INV.= 14.75 (STP-10)
ST-11	TYPE 4 INLET	RIM= 19.40	E. INV.= 15.00 (STP-11)
ST-12	TYPE 4 INLET	RIM= 19.40	W. INV.= 14.90 (STP-11) E. INV.= 14.90 (STP-12)
ST-13	STORM MANHOLE (TYPE J BOTTOM)	RIM= 20.30	W. INV.= 14.00 (STP-12) N. INV.= 14.00 (STP-10) S. INV.= 14.00 (STP-13)
ST-14	TYPE 4 INLET	RIM= 19.40	E. INV.= 15.00 (STP-14)
ST-15	TYPE 4 INLET	RIM= 19.40	W. INV.= 14.75 (STP-14) E. INV.= 14.75 (STP-16)
ST-16	STORM MANHOLE (TYPE J BOTTOM)	RIM= 22.25	SW. INV.= 11.90 (STP-16) E. INV.= 11.90 (STP-17)

* CONTROL STRUCTURE - SEE SHEET C-17 FOR DETAIL.

** FILTRATION STRUCTURE - SEE SHEET C-17 FOR DETAIL.

NOTES:

1. STORM STRUCTURES ARE PER FDOT INDEXES 425-010, 425-001, 425-020 AND 430-021.
2. CURB INLETS ARE TYPE 4 ALT. A, TYPE P, 4' DIA.
3. SEE SHEET C-15 FOR TYPICAL LOT GRADING DETAILS, TYPICAL RIGHT-OF-WAY SECTION, AND TYPICAL REAR LOT SECTION.

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Revisions			
4	PER CITY OF COCOA COMMENTS	12/2/18	Date:
3	PER SJRWMD COMMENTS	10/22/18	Date:
2			Date:
1			Date:
	Designed: AHK		
	Drawn: DRD		
	Checked: AHK		

LAKESIDE PALMS WEST
COCOA, FL

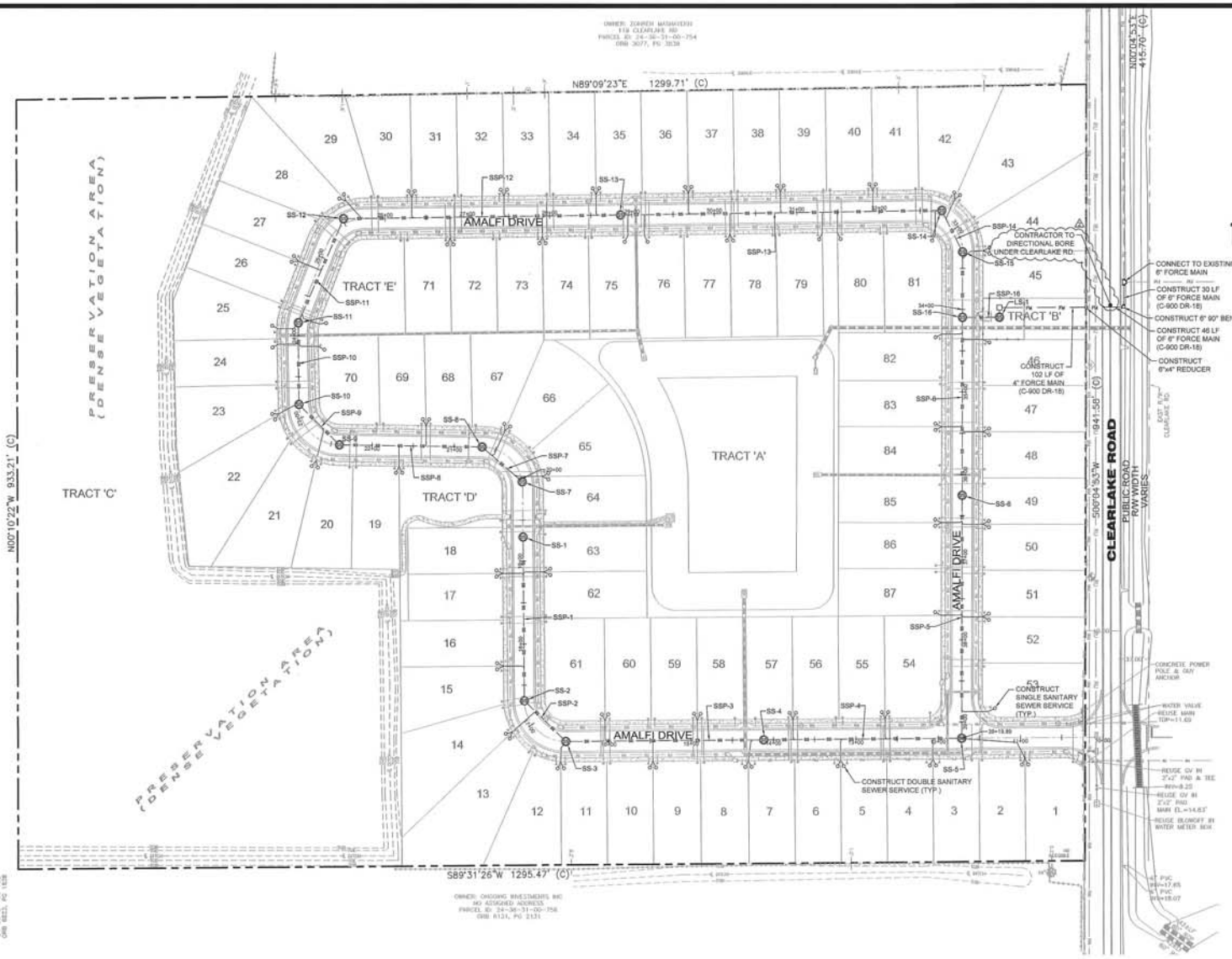
PAVING, GRADING & DRAINGE PLAN

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Drawing #: WEST
Scale:
Horiz. 1"=60'
Vert. N/A
Sheet #:
C-6
Sheet 6 of 24

ANDREAS H. KIRBACH LICENSE NUMBER 69021 STATE OF FLORIDA PROFESSIONAL ENGINEER
Florida Certificate of Authorization #: E.B. # 7900 L.B. # 7949
Andreas Kirbach, P.E. - Florida Registration #: 69021
Date:

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GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.



SERVICE LEGEND

- DOUBLE SEWER SERVICE
- SINGLE REUSE SERVICE
- SINGLE WATER SERVICE

STRUCTURE TABLE

NAME	STRUCTURE	RIM	INVERTS
LS-1	8' DIA. WET WELL	RIM= 21.25	W. INV.= 8.91 (SSP-16)
SS-1	48" MANHOLE	RIM= 19.20	S. INV.= 14.40 (SSP-1)
SS-2	48" MANHOLE	RIM= 20.16	N. INV.= 13.75 (SSP-1) SE. INV.= 13.65 (SSP-2)
SS-3	48" MANHOLE	RIM= 20.18	NW. INV.= 13.42 (SSP-2) E. INV.= 13.32 (SSP-3)
SS-4	48" MANHOLE	RIM= 19.25	W. INV.= 12.53 (SSP-3) E. INV.= 12.43 (SSP-4)
SS-5	48" MANHOLE	RIM= 19.31	W. INV.= 11.64 (SSP-4) N. INV.= 11.54 (SSP-5)
SS-6	48" MANHOLE	RIM= 19.27	S. INV.= 10.57 (SSP-5) N. INV.= 10.47 (SSP-6)
SS-7	48" MANHOLE	RIM= 19.40	NW. INV.= 14.59 (SSP-7)
SS-8	48" MANHOLE	RIM= 19.73	W. INV.= 14.28 (SSP-8) SE. INV.= 14.38 (SSP-7)
SS-9	48" MANHOLE	RIM= 19.91	E. INV.= 13.70 (SSP-8) NW. INV.= 13.60 (SSP-9)
SS-10	48" MANHOLE	RIM= 19.54	SE. INV.= 13.37 (SSP-9) N. INV.= 13.27 (SSP-10)
SS-11	48" MANHOLE	RIM= 19.21	S. INV.= 12.94 (SSP-10) NE. INV.= 12.86 (SSP-11)
SS-12	48" MANHOLE	RIM= 19.87	SW. INV.= 12.41 (SSP-11) E. INV.= 12.31 (SSP-12)
SS-13	48" MANHOLE	RIM= 19.23	W. INV.= 11.20 (SSP-12) E. INV.= 11.10 (SSP-13)
SS-14	48" MANHOLE	RIM= 20.71	W. INV.= 9.81 (SSP-13) SE. INV.= 9.71 (SSP-14)
SS-15	48" MANHOLE	RIM= 20.44	NW. INV.= 9.52 (SSP-14) S. INV.= 9.42 (SSP-15)
SS-16	48" MANHOLE	RIM= 20.06	S. INV.= 9.76 (SSP-8) N. INV.= 9.16 (SSP-15) E. INV.= 9.06 (SSP-16)

PIPE TABLE

NAME	SIZE	LENGTH	SLOPE	MATERIAL
SSP-1	8"	198 LF	0.33%	8" PVC
SSP-2	8"	71 LF	0.33%	8" PVC
SSP-3	8"	240 LF	0.33%	8" PVC
SSP-4	8"	240 LF	0.33%	8" PVC
SSP-5	8"	295 LF	0.33%	8" PVC
SSP-6	8"	216 LF	0.33%	8" PVC
SSP-7	8"	64 LF	0.33%	8" PVC
SSP-8	8"	173 LF	0.33%	8" PVC
SSP-9	8"	69 LF	0.33%	8" PVC
SSP-10	8"	99 LF	0.33%	8" PVC
SSP-11	8"	137 LF	0.33%	8" PVC
SSP-12	8"	336 LF	0.33%	8" PVC
SSP-13	8"	390 LF	0.33%	8" PVC
SSP-14	8"	66 LF	0.34%	8" PVC
SSP-15	8"	79 LF	0.33%	8" PVC
SSP-16	8"	45 LF	0.33%	8" PVC

UTILITY NOTES:

1. ALL HYDRANT VALVES ARE NOT SHOWN ON THIS SHEET DUE TO THE SCALE. PLEASE SEE THE PROFILE SHEETS (C-9 TO C-14) FOR ALL HYDRANT VALVE LOCATIONS.
2. CONTRACTOR TO COORDINATE SEWER FORCE MAIN TIE IN WITH CITY OF COCOA SEWER FIELD OPERATION DEPARTMENT.
3. CONTRACTOR TO PROVIDE A PUMP TRUCK TO CONTROL SEWER FLOW FOR THE LAKESIDE PALMS (EAST) LIFT STATION DURING THE FORCE MAIN TIE-IN.

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Revisions	Designed:	Drawn:	Checked:
12/21/18 PER CITY OF COCOA COMMENTS	AHK		
10/22/18 PER SURWAD COMMENTS	AHK	DRD	AHK

Date: 9/27/2018

LAKESIDE PALMS WEST
COCOA, FL

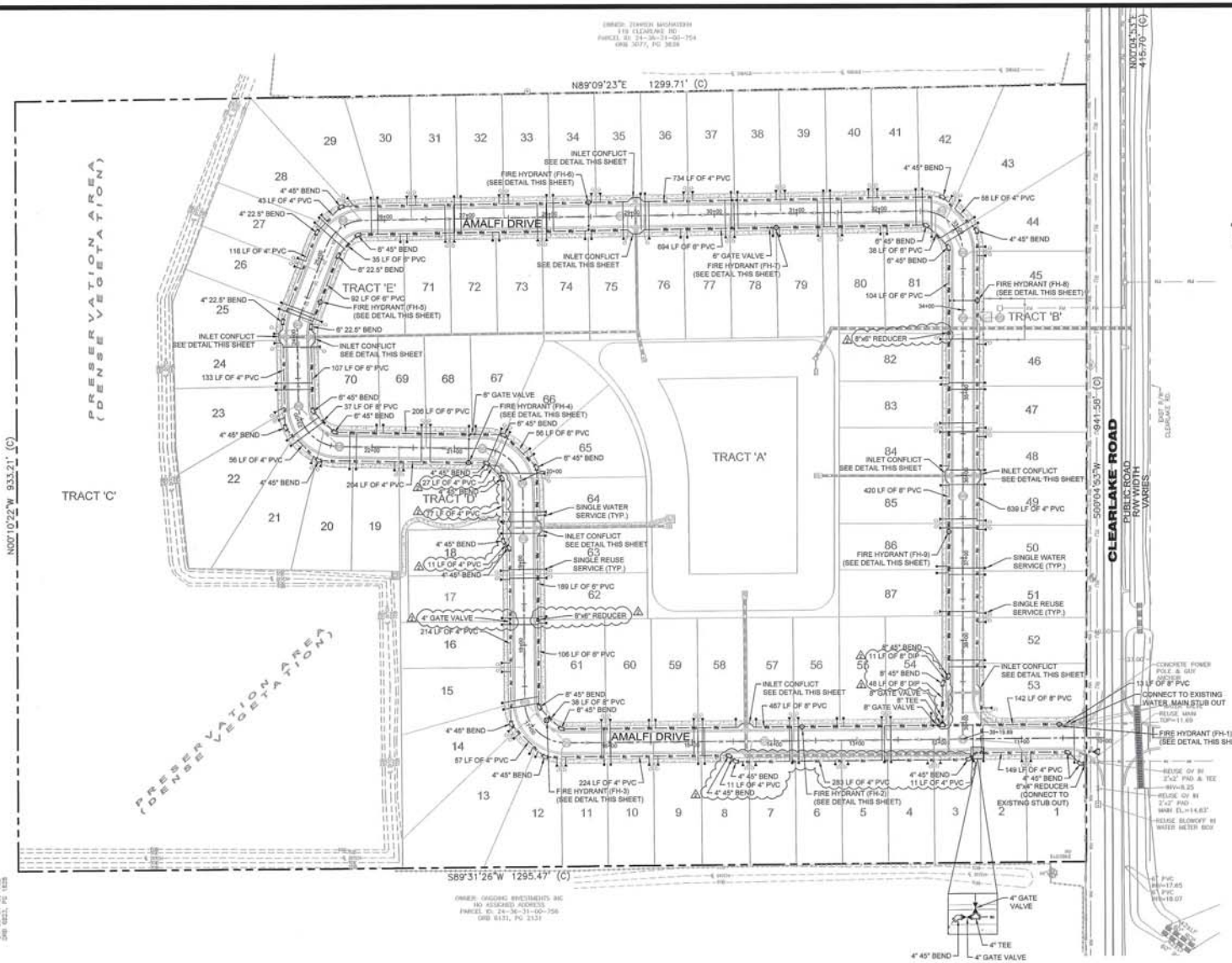
UTILITY PLAN - SANITARY SEWER

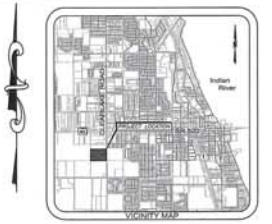
MORGAN & Associates
Consulting Engineers, Inc.
Civil Engineers and Land Surveyors E.B. # 7903 / L.B. #7040
504 North Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-6988 Fax (321) 751-6989

Project #: 2018-03
Drawing #: WEST
Scale:
Horz. 1"=60'
Vert. N/A
Sheet #:
C-7
Sheet 7 of 24

ANDREAS H. KIRKBACH — LICENSE NUMBER 73933 — STATE OF FLORIDA — REGISTERED PROFESSIONAL ENGINEER
Date:

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GRAPHIC SCALE

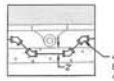
(IN FEET)
1 inch = 60 ft.

SERVICE LEGEND

- DOUBLE SEWER SERVICE
- SINGLE REUSE SERVICE
- SINGLE WATER SERVICE

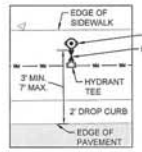
WATER & REUSE UTILITY NOTES:

1. ALL HYDRANT VALVES ARE NOT SHOWN ON THIS SHEET DUE TO THE SCALE. PLEASE SEE DETAIL BELOW FOR TYPICAL HYDRANT VALVE LOCATION.
2. ALL PVC USED FOR REUSE AND WATER MAINS SHALL BE C-900, DR-18.
3. SEE SHEET C-18 FOR CITY OF COCOA WATER DETAILS AND POTABLE WATER DISTRUBUTION SYSTEM NOTES.



NOTE: FOR PIPE CROSSINGS REFER TO CITY OF COCOA STORM DRAIN CROSSING DETAIL ON SHEET C-20

INLET CONFLICT DETAIL
NTS



TYPICAL FIRE HYDRANT DETAIL
NTS

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REVISION	DESCRIPTION	DATE
1	PER CITY OF COCOA COMMENTS	12/21/18
2	PER SURVMD COMMENTS	10/22/18

Designed: AHK
Drawn: DRD
Checked: AHK

LAKESIDE PALMS WEST
COCOA, FL

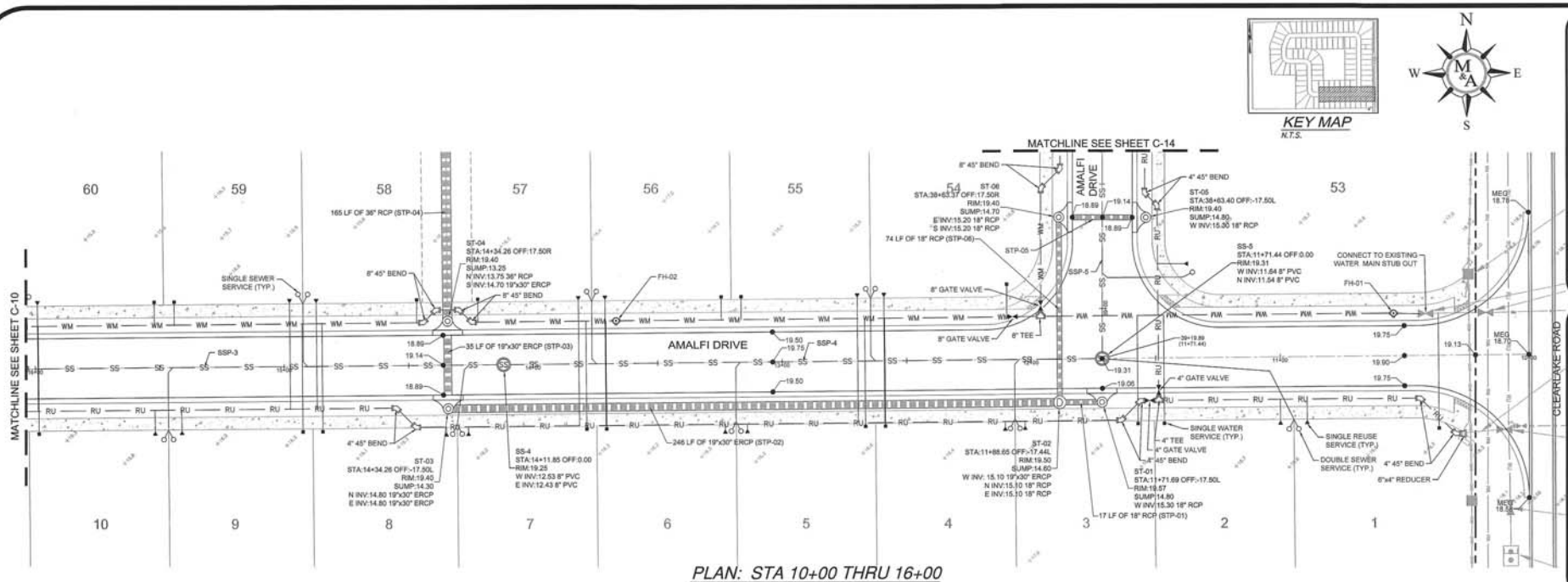
UTILITY PLAN - WATER & REUSE

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Civil Engineers and Land Surveyors • E.B. # 7993 / L.B. #7949
304 North Harbor City Blvd. Melbourne, FL 32935
Phone (321) 757-6888 Fax (321) 757-6889

Project #: 2018-03
Drawing #: WEST
Scale:
Horiz. 1"=60'
Vert. N/A
Sheet #:
C-8
Sheet 8 of 24

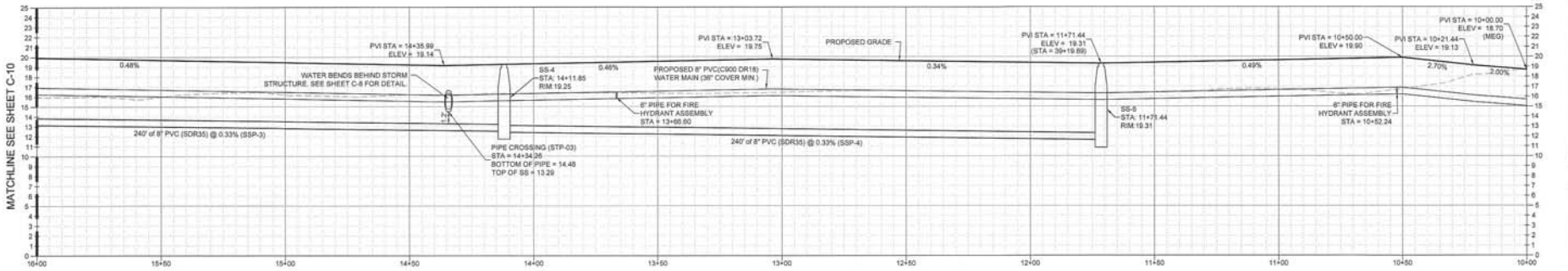
ANDREAS H. KIRBACH
STATE OF FLORIDA
PROFESSIONAL ENGINEER
Stanley D. Klingler P.E. # 51, Ron Moore P.E. # 57512
Andreas H. Kirbach P.E. # 73431
Date:

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PLAN: STA 10+00 THRU 16+00

HORIZONTAL SCALE: 1" = 20'



PROFILE: STA 10+00 THRU 16+00

HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 5'

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ISSUANCE	DESCRIPTION	DATE
1	PER CITY OF COCOA COMMENTS	12/21/18
2	PER SJRWMD COMMENTS	10/22/18

Designed: AHK Date: 9/27/2018
Drawn: DRD Date: 9/27/2018
Checked: AHK Date: 9/27/2018

LAKESIDE PALMS WEST
COCOA, FL

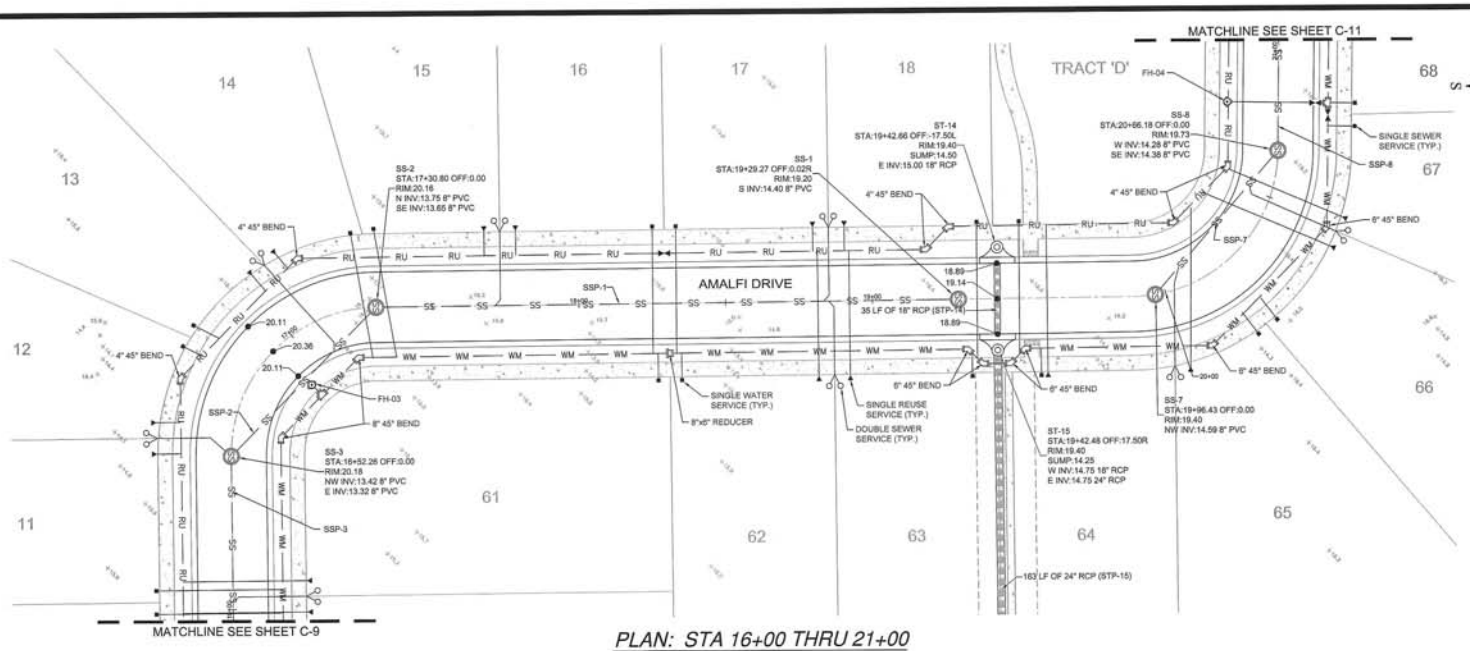
PROFILE - STA 10+00 TO 16+00

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Project #: 2018-03
Drawing #: WEST
Scale:
Horiz: 1"=20'
Vert: 1"=5'
Sheet #:
C-9
Sheet 9 of 24

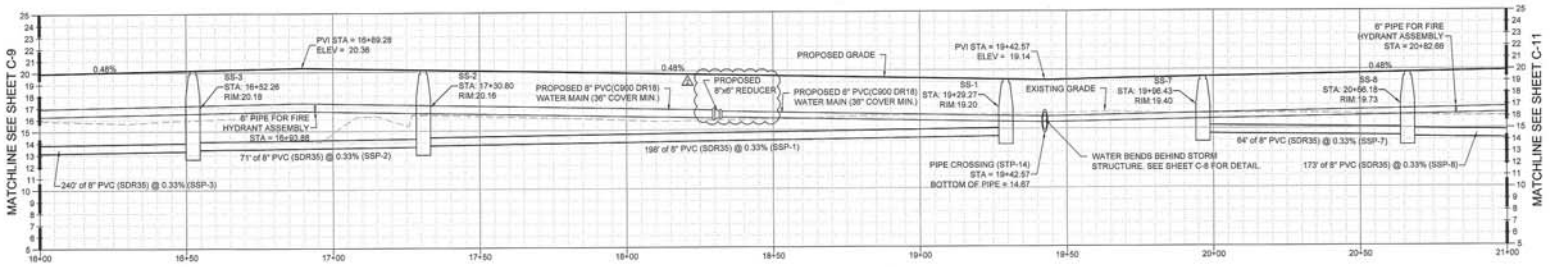
ANDREAS H. AHRBACH LICENSE NUMBER 66413 STATE OF FLORIDA PROFESSIONAL ENGINEER
Date:

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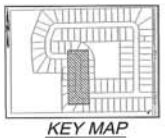
PLAN: STA 16+00 THRU 21+00

HORIZONTAL SCALE: 1" = 20'



PROFILE: STA 16+00 THRU 21+00

HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 5'



KEY MAP
N.T.S.

Revision		Date
PER CITY OF COCOA COMMENTS	12/21/18	
PER SJRWMD COMMENTS	10/22/18	
Designed:	AHK	Date: 9/27/2018
Drawn:	DHD	Date: 9/27/2018
Checked:	AHK	Date: 9/27/2018

LAKESIDE PALMS WEST
COCOA, FL

PLAN & PROFILE - STA 16+00 TO 21+00

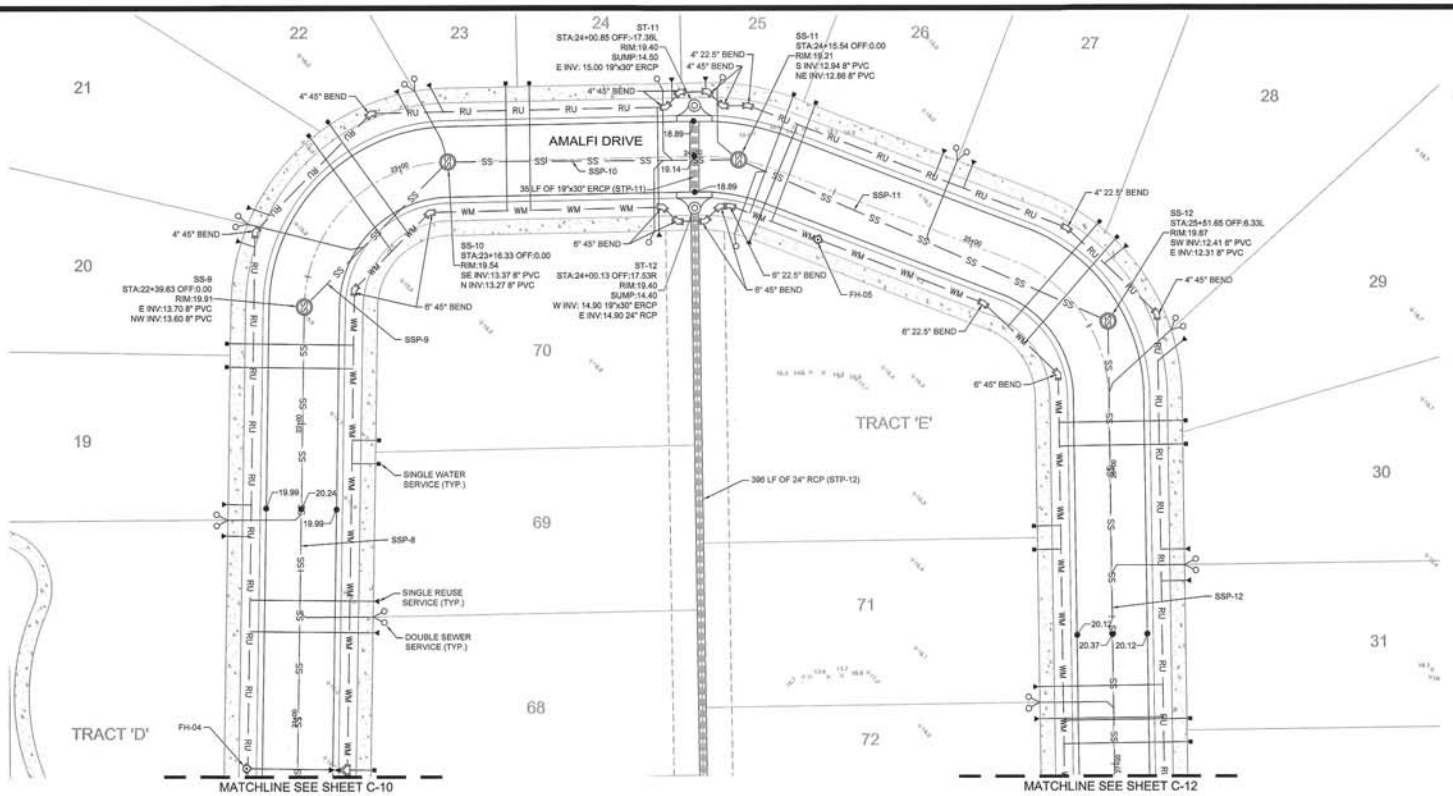
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Phone (321) 751-6888 Fax (321) 751-6889

Project #: 2018-03
Drawing #: WEST
Scale:
Horiz. 1"=20'
Vert. 1"=5'
Sheet #:
C-10
Sheet 10 of 24

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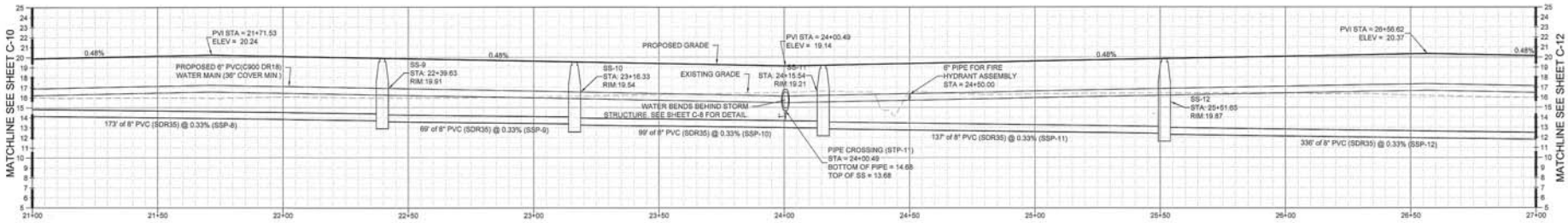
ANDREAS H. AMBACH LICENSED PROFESSIONAL ENGINEER
STATE OF FLORIDA
Date:

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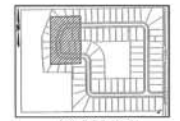
PLAN: STA 21+00 THRU 27+00

HORIZONTAL SCALE: 1" = 20'



PROFILE: STA 21+00 THRU 27+00

HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 5'



KEY MAP
N.T.S.

Revision	Date	Designed:	Drawn:	Checked:
PER CITY OF COCOA COMMENTS 12/21/18	9/27/2018	AHK	DRD	AHK
PER SJRWMD COMMENTS 10/22/18	9/27/2018			

LAKESIDE PALMS WEST
COCOA, FL

PLAN & PROFILE - STA 21+00 TO 27+00

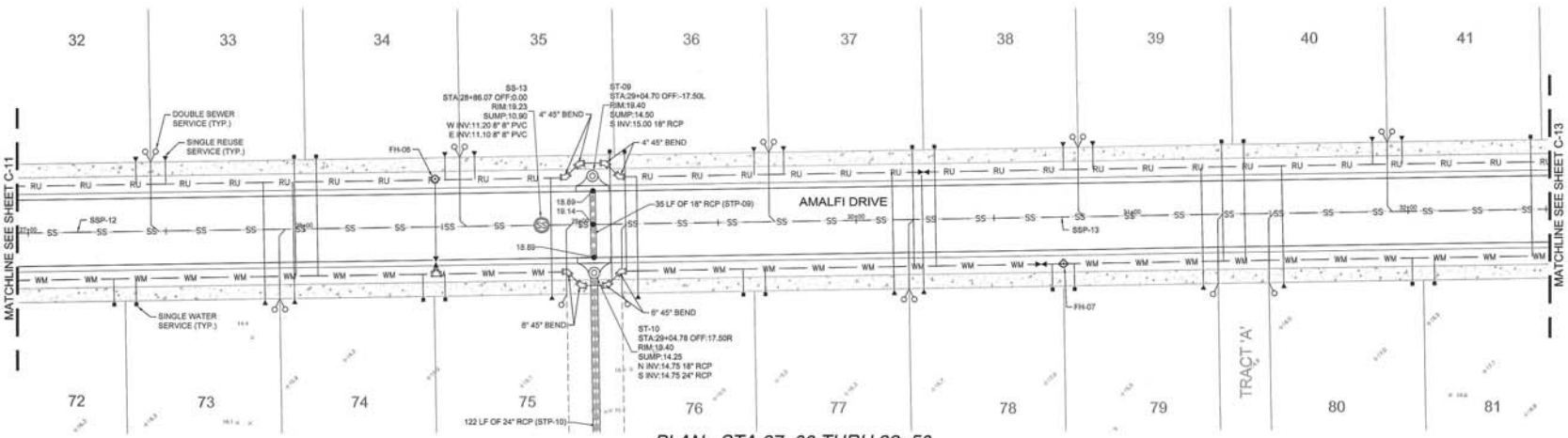
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904 North Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-6068 Fax (321) 751-6089

Project #: 2018-03
Drawing #: WEST
Scale:
Horiz. 1"=20'
Vert. 1"=5'
Sheet #: C-11
Sheet 11 of 24

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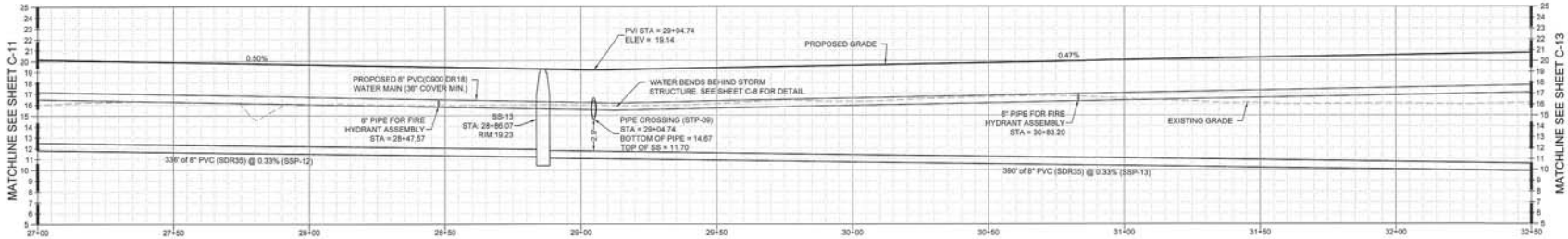
ANDREAS H. HURBACH LICENSE NO. 66423 STATE OF FLORIDA PROFESSIONAL ENGINEER
Steven J. Morgan P.E., FL Reg. #39675
Andreas H. Hurbach P.E., FL Reg. #66423
Date:

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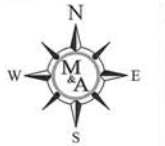
PLAN: STA 27+00 THRU 32+50

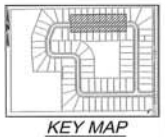
HORIZONTAL SCALE: 1" = 20'



PROFILE: STA 27+00 THRU 32+50

HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 5'





KEY MAP
N.T.S.

Revision		
1	PER CITY OF COCOA COMMENTS 12/21/18	Designed: AHK Date: 9/27/2018
2	PER SJRWMD COMMENTS 10/22/18	Drawn: DRD Date: 9/27/2018
		Checked: AHK Date: 9/27/2018

LAKESIDE PALMS WEST
COCOA, FL

PLAN & PROFILE - STA 27+00 TO 32+50

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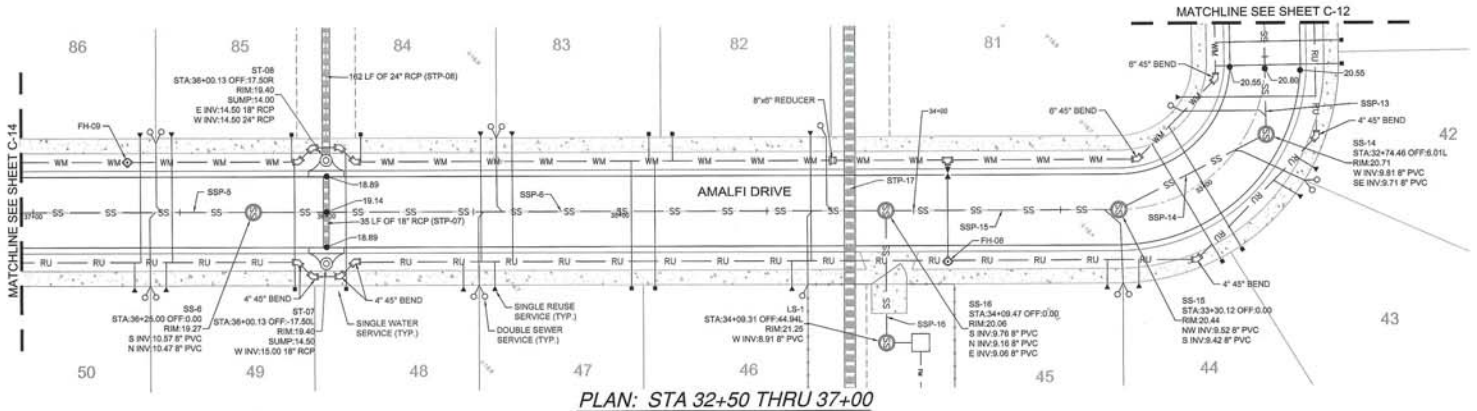
Project #: 2018-03
Drawing #: WEST
Scale:
Horiz. 1"=20'
Vert. 1"=5'
Sheet #:
C-12
Sheet 12 of 24

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ANDREAS H. KIRKEGAARD LICENSE NO. 73431 STATE OF FLORIDA PROFESSIONAL ENGINEER
Signed & Sealed at Fl. Lic. No. 73431
Address: Melbourne, FL Fax No. 4/4/19

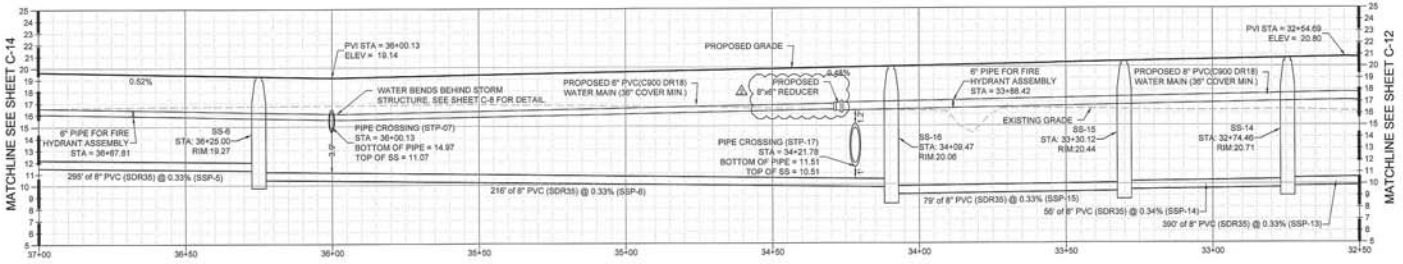
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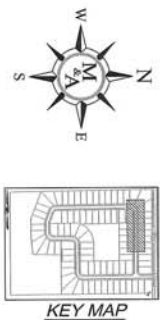
PLAN: STA 32+50 THRU 37+00

HORIZONTAL SCALE: 1" = 20'



PROFILE: STA 32+50 THRU 37+00

HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 5'



KEY MAP
N.T.S.

No.	Description	Date
1	PER CITY OF COCOA COMMENTS 12/21/18	Date: 9/27/2018
2	PER SJRWMD COMMENTS 10/22/18	Date: 9/27/2018
	Designed: AHK	Date: 9/27/2018
	Drawn: DHD	
	Checked: AHK	

LAKESIDE PALMS WEST
COCOA, FL

PLAN & PROFILE - STA 32+50 TO 37+00

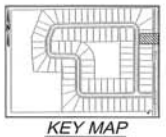
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504 North Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-6088 Fax (321) 751-6089

Project #: 2018-03
Drawing #: WEST
Scale:
Horiz. 1"=20'
Vert. 1"=5'
Sheet #:
C-13
Sheet 13 of 24

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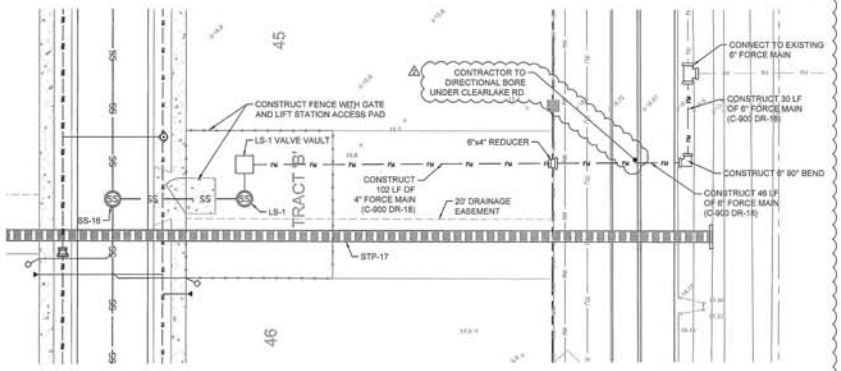
ANDREAS H. KINBACH LICENSE NO. 69813 STATE OF FLORIDA PROFESSIONAL ENGINEER
Date:

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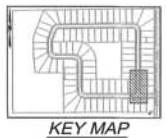


KEY MAP
N.T.S.



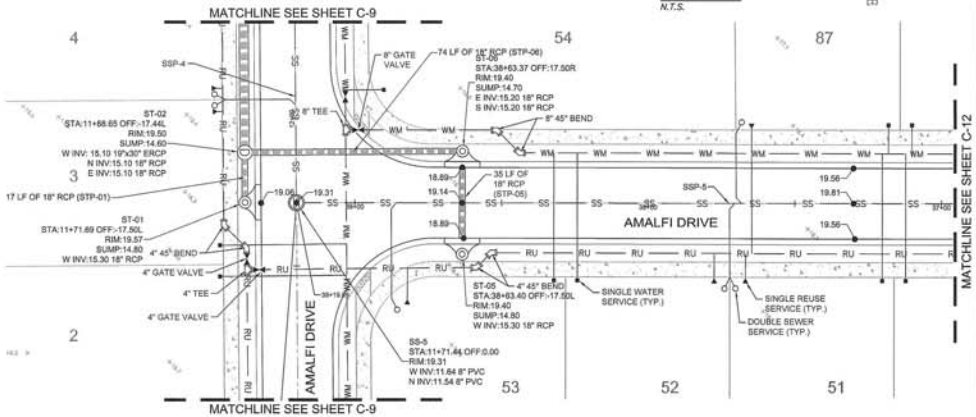


PLAN: FORCE MAIN CROSSING ⚠
HORIZONTAL SCALE: 1" = 20'

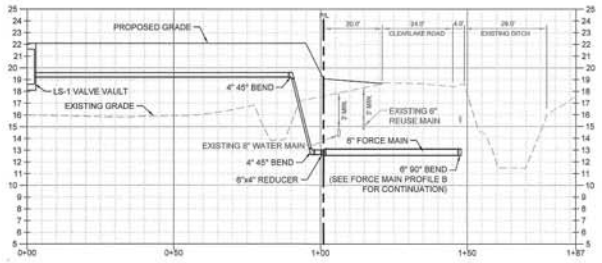


KEY MAP
N.T.S.

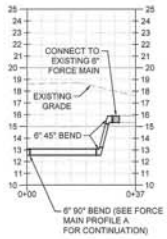




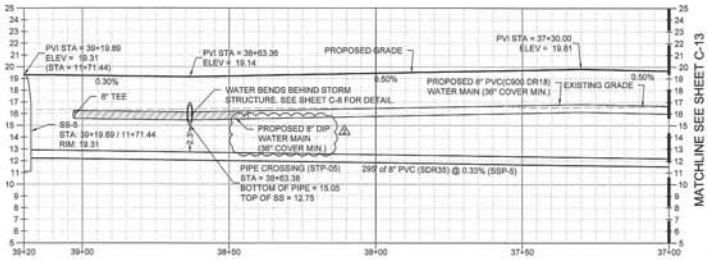
PLAN: STA 37+50 THRU 39+19.89
HORIZONTAL SCALE: 1" = 20'



FORCE MAIN PROFILE - A ⚠
HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 5'



FORCE MAIN PROFILE - B ⚠
HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 5'



PROFILE: STA 37+00 THRU 39+19.89
HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 5'

Revision	Description	Date	Designed	Drawn	Checked
4	PER CITY OF COCOA COMMENTS	12/21/18			
3	PER SJRWMD COMMENTS	10/22/18	AHK	DRO	AHK
2					
1					

LAKESIDE PALMS WEST
COCOA, FL

PLAN & PROFILE - STA 37+00 TO 39+19

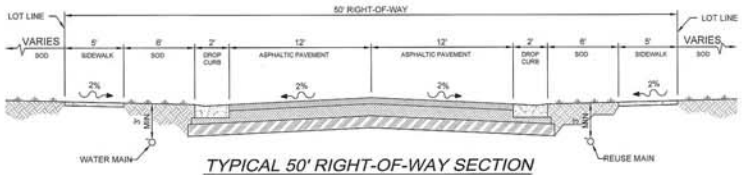
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504 North Harbor City Blvd. Melbourne, FL 32935
Phone (321) 757-6888 Fax (321) 757-6889

Project #: 2018-03
Drawing #: WEST
Scale:
Horiz. 1"=20'
Vert. 1"=5'
Sheet #:
C-14
Sheet 14 of 24

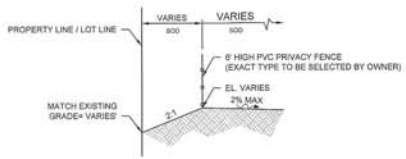
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ANDREAS H. HARBACH — STATE OF FLORIDA — PROFESSIONAL ENGINEER
Date:

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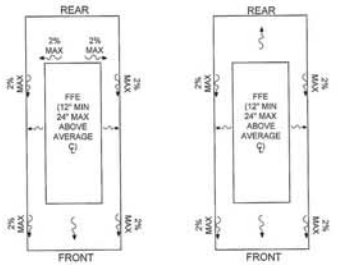


TYPICAL 50' RIGHT-OF-WAY SECTION
NTS



NOTE:
1. 2:1 SLOPE TO EXISTING GRADE VARIES PER MATCHING GRADE.
2. MINIMUM OF 1' WIDTH OF 2:1 TO MATCH EXISTING GRADE.

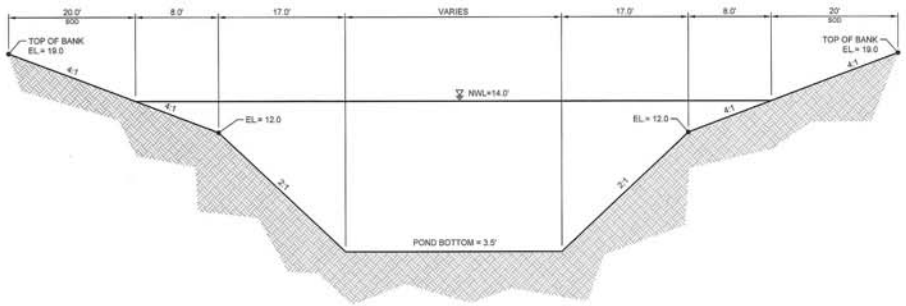
TYPICAL REAR LOT SECTION
NTS



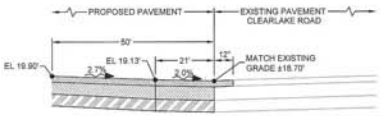
TYPICAL LOT LAYOUT 'A'
NTS

TYPICAL LOT LAYOUT 'B'
NTS

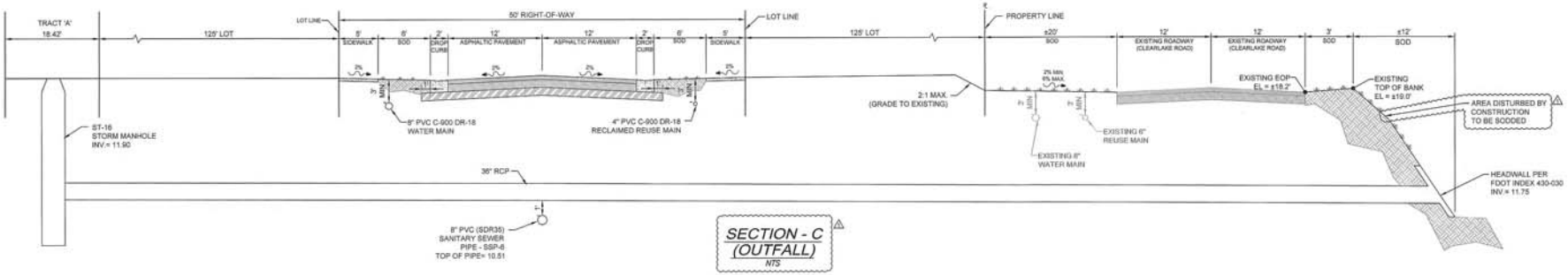
1. EXCEPT AT DOORWAYS, FINISHED GRADE ADJACENT TO HOUSE SHALL BE 8" BELOW FFE PER DETAIL.
2. ALL LOT GRADING SHALL COMPLY WITH FLORIDA BUILDING CODE SECTION R401.3 DRAINAGE. GRADE SHALL FALL A MINIMUM OF 6" FIN THE FIRST 10'.
3. THIS DETAIL IS FOR GENERAL GRADING INFORMATION. SPOT ELEVATIONS IN CROSS SECTIONS SHALL DICTATE ON GRADING AND DRAINAGE SHEETS IF THEY VARY FROM THIS DETAIL.
4. SEE PLAT FOR ADDITIONAL EASEMENT INFORMATION.



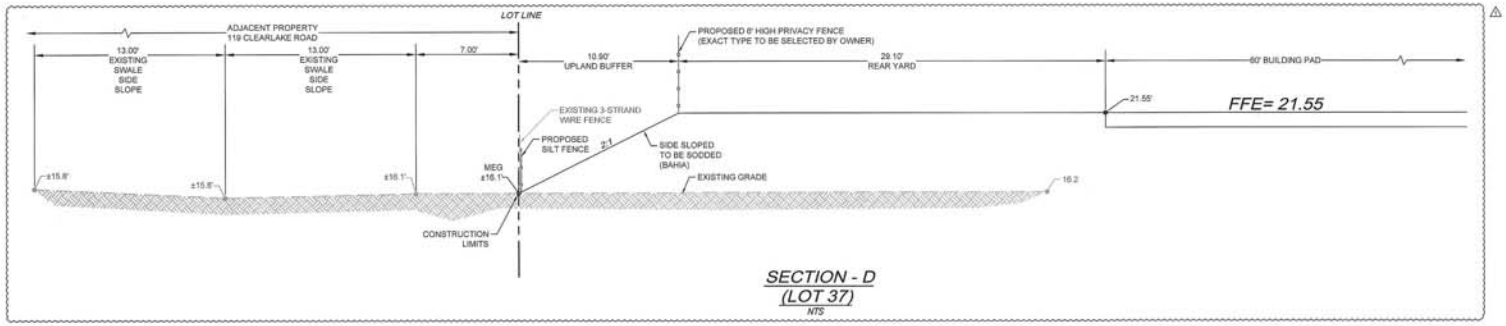
SECTION - A (POND)
NTS



SECTION - B (ENTRANCE)
NTS



SECTION - C (OUTFALL)
NTS



SECTION - D (LOT 37)
NTS

REVISION		
1	PER CITY OF COCOA COMMENTS 12/21/18	
2	PER SJRWMD COMMENTS 10/22/18	
	Designed: AHK	Date: 9/27/2018
	Drawn: DRD	Date: 9/27/2018
	Checked: AHK	Date: 9/27/2018

LAKESIDE PALMS WEST
COCOA, FL

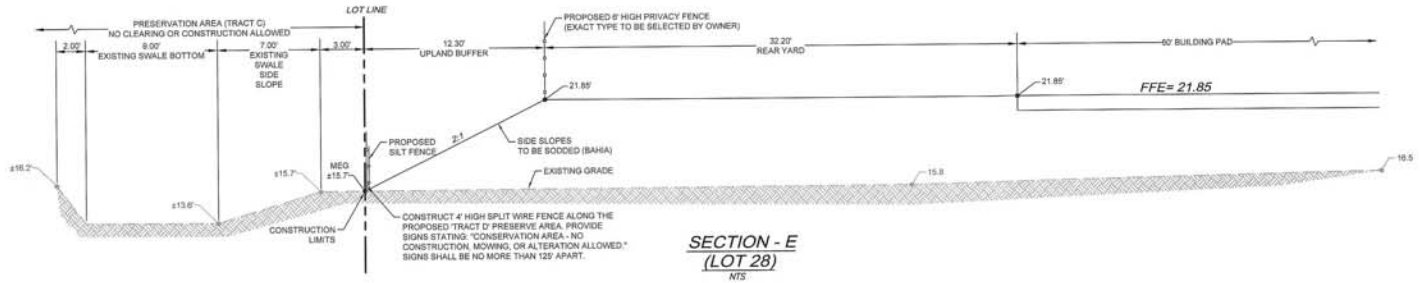
CROSS SECTIONS

MORGAN & Associates
Consulting Engineers, Inc.
Civil Engineers and Land Surveyors - E.B. # 7903 / L.B. #7940
504 North Harbor City Blvd. Melbourne, FL 32935
Phone (321) 757-6888 Fax (321) 757-6889

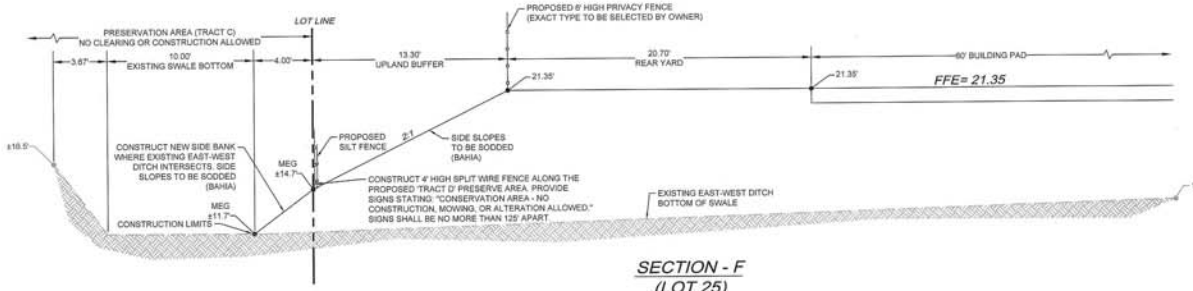
Project #: 2018-03
Drawing #: WEST
Scale:
Horiz. N/A
Vert. N/A
Sheet #:
C-15
Sheet 15 of 24

ANDREAS H. ABRAHAM — LICENSED PROFESSIONAL ENGINEER — STATE OF FLORIDA
Steven C. Morgan, P.E. #58181 Rick Morgan, P.E. #58183
Andreas H. Abraham, P.E. #73482 AHA13
Date:

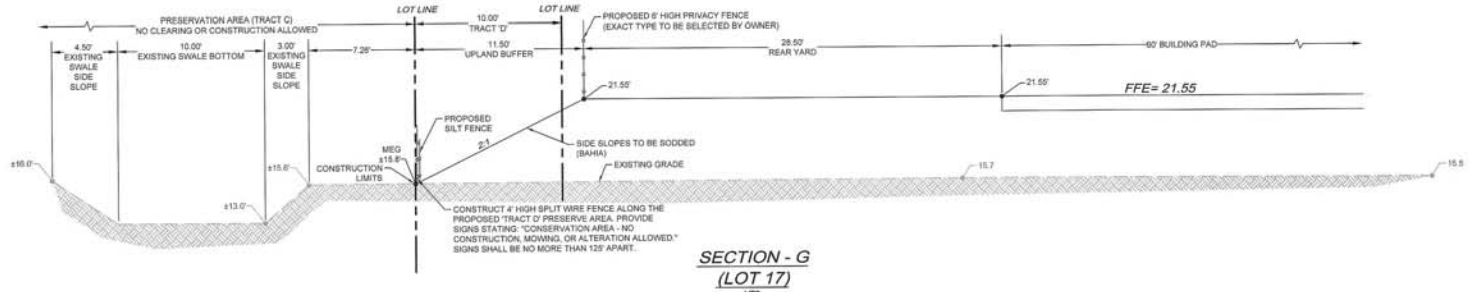
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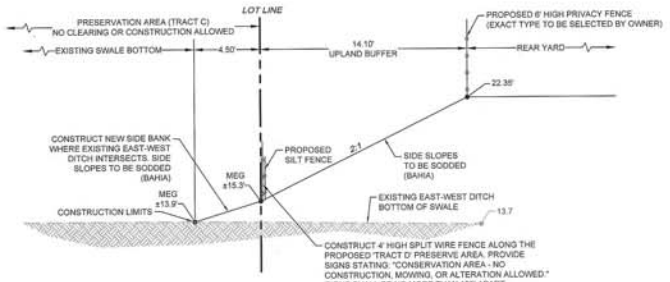
SECTION - E
(LOT 28)
NTS



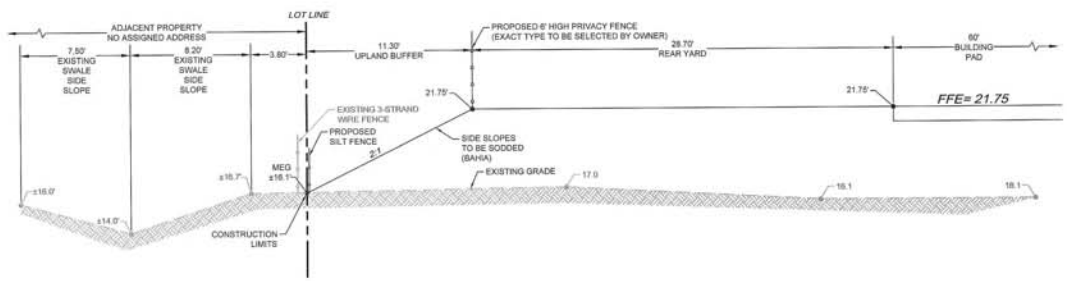
SECTION - F
(LOT 25)
NTS



SECTION - G
(LOT 17)
NTS



SECTION - H
(LOT 13)
NTS



SECTION - I
(LOT 5)
NTS

Revision	Description	Date
PER CITY OF COCOA COMMENTS	AHK	12/21/18
PER SJRWMD COMMENTS	AHK	10/22/18
	DRD	9/27/2018
	AHK	9/27/2018
	AHK	9/27/2018

LAKESIDE PALMS WEST
COCOA, FL.

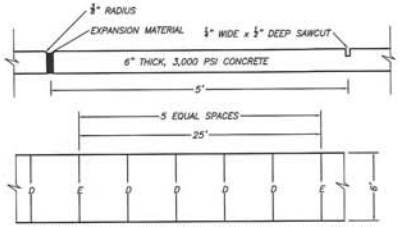
CROSS SECTIONS

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Civil Engineers and Land Surveyors — E.B. # 7983 / L.B. #3941
584 North Harbor City Blvd. Melbourne, FL 32935
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Project #: 2018-03
Drawing #: WEST
Scale:
Horiz. N/A
Vert. N/A
Sheet #:
C-16
Sheet 16 of 24

ANDREAS H. HAMBACH — LICENSED — 21.4 — STATE OF FLORIDA — PROFESSIONAL ENGINEER
Date:

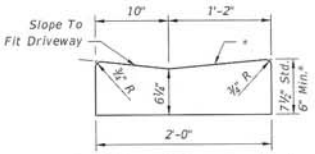
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NOTE: EXCEPT WHERE SHOWN IN PLAN, ALL NEW CONCRETE JOINTS SPACED AS SHOWN IN THESE DETAILS. AN EXPANSION JOINT SHALL BE USED TO SEPARATE THE NEW CONCRETE WALK FROM OTHER NEW OR EXISTING CONCRETE CONSTRUCTION.

E = EXPANSION JOINT D = DUMMY JOINT

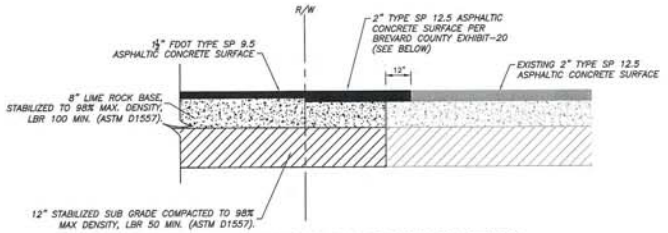
CONTROL JOINT DETAIL
NTS



Note: To be paid for as parent curb.

* When used on high side of roadways, the cross slope of the gutter shall match the cross slope of the adjacent pavement. The thickness of the lip shall be 6", unless otherwise shown on plans.

DROP CURB DETAIL
NTS – PER FDOT INDEX 300

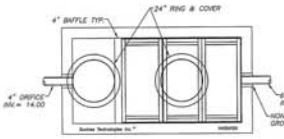


TYPICAL PAVEMENT SECTION
NTS

SUNTREE TECHNOLOGIES INC.™ NUTRIENT REMOVING FILTRATION SYSTEM™ MODEL NO: NRFS-4-8-96

GENERAL NOTES:

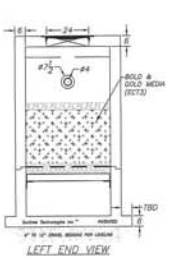
1. Cubic feet of Media = 56.65 ft³
2. Cubic feet of Rock = 18.88 ft³
3. CONCRETE 28 DAY COMPRESSIVE STRENGTH FC=5000 PSI
4. REINFORCING: ASTM A-615 GRADE 60
5. SUPPORTS AN H20 LOADING AS INDICATED BY AASHTO.
6. JOINT SEALANT: BUTYL RUBBER SS-S-00210
7. ALL WALLS 6", BOTTOM 6", & TOP TO BE 6"
8. INFLOW AND OUTFLOW PIPES ARE TO BE FLUSH WITH THE INSIDE SURFACE OF THE CONCRETE STRUCTURE. (CAN NOT INTRUDE BEYOND FLUSH)
9. MANUFACTURER TO SUPPLY ALL MATERIALS UNLESS OTHERWISE NOTED
10. MINIMUM CRITICAL DIMENSIONS ARE SHOWN IN A PENTAGON BLOCK



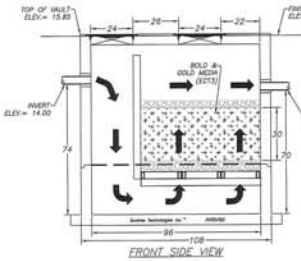
PLAN VIEW

INSTALLATION NOTES:

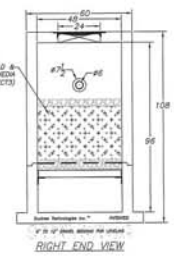
1. CONTRACTOR TO PROVIDE ALL LABOR, EQUIPMENT, MATERIALS AND INCIDENTALS REQUIRED TO OFFLOAD AND INSTALL THE SYSTEM AND APPURTENANCES IN ACCORDANCE WITH THIS DRAWING AND THE MANUFACTURERS SPECIFICATIONS, UNLESS OTHERWISE STATED IN MANUFACTURERS CONTRACT.
2. UNIT MUST BE INSTALLED ON LEVEL BASE. MANUFACTURER RECOMMENDS A MINIMUM OF 8" LEVEL ROCK BASE UNLESS SPECIFIED BY THE PROJECT ENGINEER. CONTRACTOR IS RESPONSIBLE TO VERIFY PROJECT ENGINEERS RECOMMENDED BASE SPECIFICATIONS.
3. ALL PIPES MUST BE FLUSH WITH INSIDE SURFACE OF CONCRETE. (PIPES CANNOT INTRUDE BEYOND FLUSH). ALL PIPES SHALL BE SEALED WATER TIGHT WITH A NON-SHRINK GROUT PER MANUFACTURERS STANDARD CONNECTION DETAIL AND SHALL MEET OR EXCEED REGIONAL PIPE CONNECTION STANDARDS.
4. CONTRACTOR TO SUPPLY AND INSTALL ALL EXTERNAL CONNECTING PIPES.
5. CONTRACTOR RESPONSIBLE FOR INSTALLATION OF ALL RISERS, MANHOLES, AND HATCHES (UNLESS CAST INTO THE TOP). CONTRACTOR TO GROUT ALL MANHOLES AND HATCHES TO MATCH FINISH SURFACE UNLESS SPECIFIED OTHERWISE.
6. HEAVIEST PICK POINT TO BE 19,000 LBS.



LEFT END VIEW



FRONT SIDE VIEW



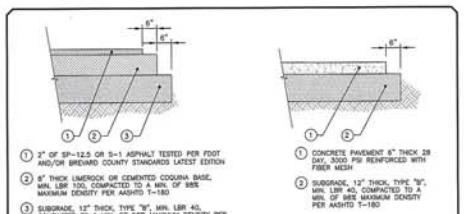
RIGHT END VIEW

PATENTED
AND PATENTS PEND.

Suntree Technologies Inc.
798 Clearlake Road, Cocoa, Florida 32922
PH: 321-637-7552 Fax: 321-637-7554

SUNTREE TECHNOLOGIES INC.™ 798 CLEARLAKE RD. SUITE #2 COCOA, FL. 32922	PROJECT LOC:	CAD	REVISIONS	DATE
NUTRIENT REMOVING FILTRATION SYSTEM MODEL NO: NRFS-4-8-96	PROJECT NAME:			
START DATE: 00/00/00	SCALE: N/A			
DRAFTER: --.--.--	UNITS: INCHES			
CHECKED BY: --.--.--	PO #: 00000	00-00-00-00-00		

CONTROL STRUCTURE BAFFLE BOX (CS-BB) DETAIL
NTS



1. 2" OF SP-12.5 OR S-1 ASPHALT TESTED PER FDOT AND/OR BREVARD COUNTY STANDARDS LATEST EDITION
2. 6" THICK LIMEROCK OR CEMENTED COQUINA BASE, MIN. LBR 100, COMPACTED TO A MIN. OF 98% MAXIMUM DENSITY PER AASHTO T-180
3. SUBGRADE, 12" THICK, TYPE "B", MIN. LBR 40, COMPACTED TO A MIN. OF 98% MAXIMUM DENSITY PER AASHTO T-180

ASPHALT DRIVEWAY PAVEMENT SECTION FOR COUNTY R/W

1. CONCRETE PAVEMENT 6" THICK 28 DAY, 3000 PSI REINFORCED WITH FIBER MESH
2. SUBGRADE, 12" THICK, TYPE "B", MIN. LBR 40, COMPACTED TO A MIN. OF 98% MAXIMUM DENSITY PER AASHTO T-180

COMMERCIAL ON-SITE AND COUNTY R/W DRIVEWAY CONCRETE PAVEMENT SECTION

NOTE: FOR ON-SITE COMMERCIAL PAVEMENT THE BASE AND SUBGRADE MAY BE REDUCED TO 6" THICK AND THE ASPHALT REDUCED TO A MINIMUM OF 1" OF SP-9.5 OR S-III

NOTES:

1. CONCRETE PAVEMENT SHALL BE CONSTRUCTED OF 28 DAY, 3000 PSI, CLASS 1 CONCRETE.
2. CONTRACTION JOINTS SHALL BE 1/8 INCH WIDE AND SAW-CUT OR TOOLED.
3. CONSTRUCTION JOINTS ARE REQUIRED WHEN CONSTRUCTING ADJACENT FRESH CONCRETE POURS.
4. EXPANSION JOINTS ARE REQUIRED ALONG ALL OTHER ADJACENT PAVEMENTS, AT EACH SIDE OF STORM INLET STRUCTURES, AND AT ALL RADIUS POINTS.
5. EXPANSION JOINTS SHALL BE 1/2 INCH WIDE (WITH 1/2 INCH PREMOLDED JOINT MATERIAL) AND SHALL BE FULL DEPTH OF THE PAVEMENT.
6. JOINT MATERIAL SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS, SECTION 932, LATEST EDITION.
7. THE SUBGRADE SHALL BE COMPACTED TO A MIN. OF 98% MAXIMUM DENSITY PER AASHTO T-180 AND SHALL EXTEND 6 INCHES (MINIMUM) BEYOND EDGE OF PAVEMENT.
8. DRIVEWAYS SHALL BE OF UNIFORM WIDTH FROM THE RIGHT OF WAY LINE TO THE EDGE OF PAVEMENT.
9. COMMERCIAL DRIVEWAYS SHALL HAVE A MINIMUM RADIUS AS FOLLOWS:
   A. 35' STD. RADIUS
   B. 50' MIN. RADIUS FOR LARGE TRUCKS (WB 40 AND WB 50)
10. CONSTRUCT DROP CURB AS PER FDOT INDEX 300 ACROSS COMMERCIAL DRIVEWAYS WHERE CURB AND GUTTER EXISTS.

REQUIREMENTS FOR COMMERCIAL PARKING AND DRIVEWAYS

BREVARD COUNTY LAND DEVELOPMENT — 3769 JUDGE FRAN JAMIESON WAY, VIERA, FL 32940 — EXHIBIT - 20 — MAY-2008

STREET NAME SIGN NOTES:

1. SIGNS IN PUBLIC R.O.W. SHALL BE GREEN WITH 3/4" WHITE BORDER AND WHITE LETTERS AND NUMBERS.
2. SIGNS IN PRIVATE R.O.W. SHALL BE WHITE WITH 3/4" BLACK BORDER AND BLACK LETTERS AND NUMBERS.
3. STREET NAME BLADES SHALL BE RIVETED TOGETHER AT EACH CORNER WITH 3/16" SMALL FLANGE AVEX RIVETS. ATTACH BLADES TO POST WITH CHERRY-MATE ALUMINUM RIVETS, # BALMERSPA, OR 5/16" X 2-1/2" S.S. BOLTS, 1-1/4" X 5/16" S.S. FENDER WASHERS, W/ S.S. STOP HEX NUT HAVING NYLON INSERTS (LOCK NUTS).

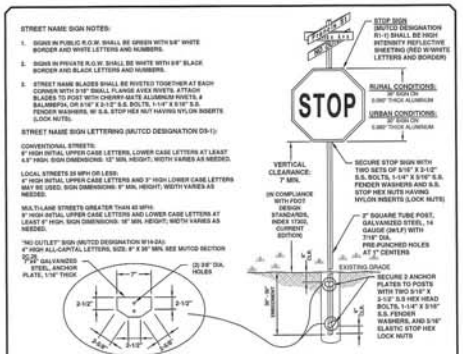
STREET NAME SIGN LETTERING (MUTCD DESIGNATION D3-1):

CONVENTIONAL STREETS:
6" HIGH INITIAL UPPER CASE LETTERS, LOWER CASE LETTERS AT LEAST 4.5" HIGH. SIGN DIMENSIONS: 12" MIN. HEIGHT; WIDTH VARIES AS NEEDED.

LOCAL STREETS 35 MPH OR LESS:
4" HIGH INITIAL UPPER CASE LETTERS AND 3" HIGH LOWER CASE LETTERS MAY BE USED. SIGN DIMENSIONS: 9" MIN. HEIGHT; WIDTH VARIES AS NEEDED.

MULTI-LANE STREETS GREATER THAN 40 MPH:
8" HIGH INITIAL UPPER CASE LETTERS AND LOWER CASE LETTERS AT LEAST 6" HIGH. SIGN DIMENSIONS: 18" MIN. HEIGHT; WIDTH VARIES AS NEEDED.

"NO OUTLET" SIGN (MUTCD DESIGNATION M14-2A):
6" HIGH ALL-CAPITAL LETTERS. SIZE: 9" X 36" MIN. SEE MUTCD SECTION



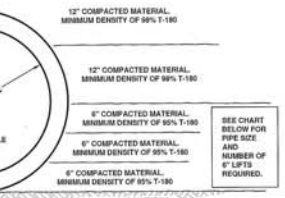


HORIZONTAL CLEARANCE (WITHOUT CURB AND GUTTER)

HORIZONTAL CLEARANCE (WITH CURB AND GUTTER)

STOP SIGN AND STREET MARKER DETAILS

BREVARD COUNTY LAND DEVELOPMENT — 3769 JUDGE FRAN JAMIESON WAY, VIERA, FL 32940 — EXHIBIT - 26 — DATE: OCT-2014



NOTES:

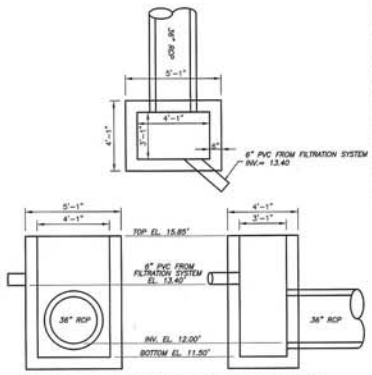
1. NUMBER OF LIFTS REQUIRED FOR PIPE SIZES IN EXCESS OF THOSE SHOWN IN CHART SHALL BE APPROVED BY THE ENGINEER OF RECORD AND BREVARD COUNTY ENGINEERING, IN WRITING, PRIOR TO INSTALLATION.
2. THESE REQUIREMENTS APPLY TO ALL STORMWATER PIPE INSTALLATIONS IN SUBDIVISIONS, PUBLIC OR PRIVATE, DRAINAGE EASEMENTS, PUBLIC OR PRIVATE, ALL COUNTY RIGHTS-OF-WAY, AND FOR ANY OTHER STORMWATER PIPE INSTALLATIONS THAT WILL BECOME COUNTY MAINTAINED INFRASTRUCTURE.
3. BACKFILL AROUND STORMWATER STRUCTURES SHALL BE COMPACTED IN 12" LIFTS TO A MINIMUM DENSITY OF 98% T-180.

PIPE SIZE	NUMBER OF 6" LIFTS
15"	2
18"	2
24"	2
30"	3
36"	4
42"	5
48"	5
54"	6
60"	6
66"	7
72"	7

PIPE SIZE	NUMBER OF 6" LIFTS
11" x 17"	2
14" x 23"	2
19" x 30"	2
24" x 38"	2
29" x 45"	4
34" x 53"	4
38" x 60"	4
43" x 68"	5
48" x 76"	5
58" x 91"	6

STORMWATER PIPE INSTALLATION BACKFILL REQUIREMENTS

BREVARD COUNTY LAND DEVELOPMENT — 3769 JUDGE FRAN JAMIESON WAY, VIERA, FL 32940 — EXHIBIT - 27 — DATE: OCT-2014



CONTROL STRUCTURE (CS-01) DETAIL
FDOT TYPE D INLET
NTS

Rev	Description	Date
1	PER CITY OF COCOA COMMENTS	12/2/16
2	PER SJRWMD COMMENTS	10/2/18

Designed: AHK — Date: 9/27/2018
Drawn: DRD — Date: 9/27/2018
Checked: AHK — Date: 9/27/2018

LAKESIDE PALMS WEST
COCOA, FL.

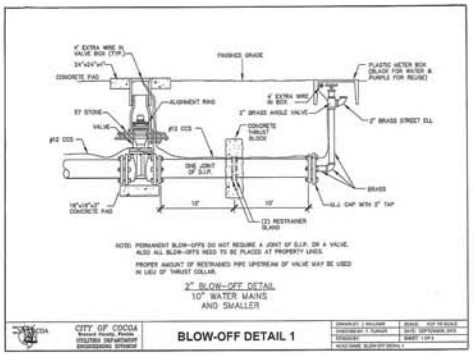
DETAILS

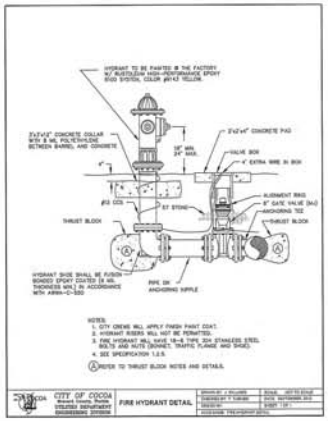
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Phone (321) 751-6868 Fax (321) 751-6869

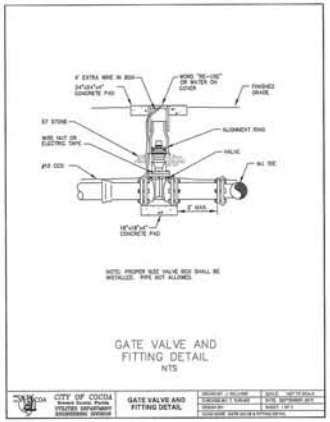
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Sheet 17 of 24

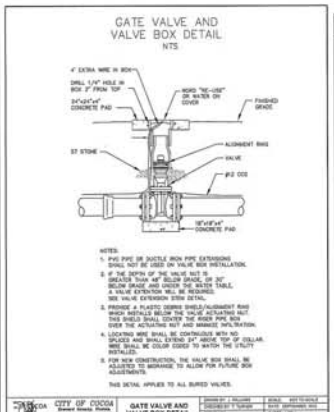
ANDREAS H. HIRBACH — No. 69431 — STATE OF FLORIDA — REGISTERED PROFESSIONAL ENGINEER
Signed: Andreas H. Hirbach, P.E. Reg. # 69431
Address: 504 North Harbor City Blvd. Melbourne, FL 32935
Date:

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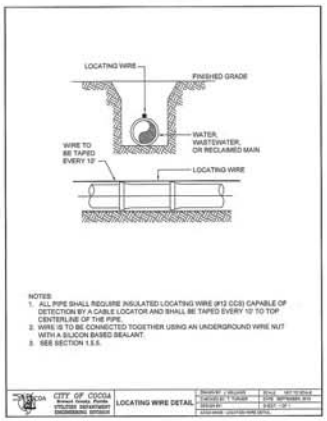


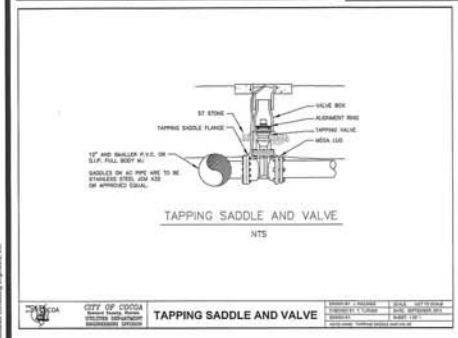


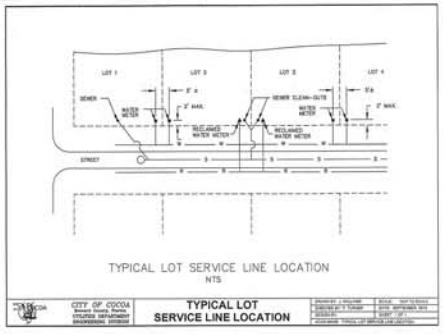
RESTRAINED PIPE TABLE
WATER AND RECLAIMED WATER MAINS

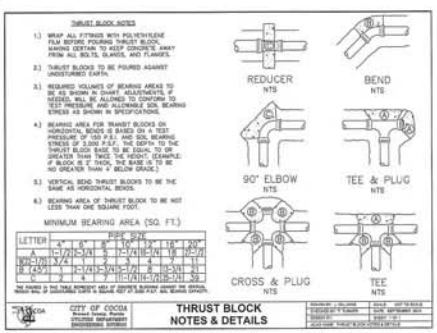
TYPE	MINIMUM LENGTH (FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S) PIPE SIZE							
	4"	6"	8"	10"	12"	16"	20"	24"
90°BEND	21	29	38	45	53	66	79	91
45°BEND	9	12	16	19	22	45	33	38
22-1/2°BEND	5	6	8	9	11	14	16	19
11-1/4°BEND	3	3	4	5	6	7	8	9
PLUG, BRANCH OF TEE, VALVE	58	82	107	128	153	193	234	273

NOTES:
1. FITTINGS SHALL BE RESTRAINED JOINTS.
2. INSTALL FULL LENGTH JOINTS WITH TOTAL LENGTH EQUAL TO OR GREATER THAN SHOWN IN THE TABLE.
3. WHERE TWO OR MORE FITTINGS ARE TOGETHER, USE FITTING WHICH YIELDS GREATEST LENGTH OF RESTRAINED PIPE.
4. ALL LINE VALVES AND THROUGH RUN OF TEES SHALL BE RESTRAINED.
5. LENGTHS SHOWN IN THE TABLE HAVE BEEN CALCULATED IN ACCORDANCE WITH THE PROCEDURE OUTLINED IN "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" AS PUBLISHED BY DIPRA, WITH THE FOLLOWING ASSUMPTIONS:
WORKING PRESSURE: 150 PSI
SOIL DESIGNATION: SM (SAND SILT)
LAYING CONDITIONS: 3
6. TABLE IS FOR PVC AND WRAPPED DUCTILE IRON.
CITY OF COCOA
Brevard County, Florida
UTILITIES DEPARTMENT
ENGINEERING DIVISION
RESTRAINED PIPE TABLE WATER & RECLAIMED WATER MAINS









POTABLE WATER DISTRIBUTION SYSTEM NOTES

1. WATER DISTRIBUTION SYSTEM CONSTRUCTION SHALL COMPLY WITH CITY OF COCOA LATEST SPECIFICATIONS AND THE APPROVED PLANS. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL WATER MAINS, SERVICES, AND APPURTENANCES IN ACCORDANCE WITH SAID SPECIFICATIONS, COPIES OF WHICH SHALL BE KEPT AT THE JOB SITE AT ALL TIMES. THE CONTRACTOR SHALL NOTIFY THE CITY OF COCOA UTILITIES ENGINEERING DEPARTMENT 24 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. INSTALLATION OF WATERLINES SHALL BE IN ACCORDANCE WITH ANSI/AWWA C 900 (MANUAL M23) FOR PVC PRESSURE PIPE, AND C 600 FOR DUCTILE IRON PIPE.
3. PVC PRESSURE PIPES SIZE 4" THROUGH 12" SHALL BE CAST IRON PIPE EQUIVALENT OUTSIDE DIAMETER CLASS 150 (DR 18) AND COMPLY WITH AWWA C-900 STANDARD AND MEET THE REQUIREMENTS OF ASTM D2241. ALL JOINTS SHALL BE OF THE ELASTOMERIC-GASKET TYPE WITH THICKENED, INTEGRAL SOLID-WALL BELL OR COUPLING WITH THE SAME DR AS THE BARREL. SOLVENT-CEMENT JOINTS WILL NOT BE ACCEPTED. ALL PVC PRESSURE PIPE USED FOR WATER DISTRIBUTION SYSTEMS SHALL BE BLUE IN COLOR HAVING BEEN IMPREGNATED INTO THE STRUCTURAL RESIN AT THE PIPE MANUFACTURING PLANT.
4. ALL WATER MAINS TO HAVE A MINIMUM COVER OF 36" UNLESS OTHERWISE NOTED.
5. HORIZONTAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORM WATER FORCE MAINS, RECLAIMED WATER PIPELINES, AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS.
   (A) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORM WATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
   (B) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER.
   (C) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.
   (D) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381.0065(2), F.S., AND RULE 64E-6.002, F.A.C.
6. VERTICAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORM WATER FORCE MAINS, AND RECLAIMED WATER PIPELINES.
   (A) NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY- OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES, AND PREFERABLY 12 INCHES, ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
   (B) NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORM WATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
   (C) AT THE UTILITY CROSSINGS DESCRIBED IN PARAGRAPHS (A) AND (B) ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORM WATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY- OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
7. SEPARATION BETWEEN WATER MAINS AND SANITARY OR STORM SEWER MANHOLES.
   (A) NO WATER MAIN SHALL PASS THROUGH, OR COME INTO CONTACT WITH, ANY PART OF A SANITARY SEWER MANHOLE.
   (B) WATER MAINS SHALL NOT BE CONSTRUCTED OR ALTERED TO PASS THROUGH, OR COME INTO CONTACT WITH, ANY PART OF A STORM SEWER MANHOLE OR INLET STRUCTURE.
8. SEPARATION BETWEEN FIRE HYDRANT DRAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORM WATER FORCE MAINS, RECLAIMED WATER PIPELINES, AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS.
   NEW OR RELOCATED FIRE HYDRANTS WITH UNDERGROUND DRAINS SHALL BE LOCATED SO THAT THE DRAINS ARE AT LEAST THREE FEET FROM ANY EXISTING OR PROPOSED STORM SEWER, STORM WATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.; AT LEAST THREE FEET, AND PREFERABLY TEN FEET, FROM ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER; AT LEAST SIX FEET, AND PREFERABLY TEN FEET, FROM ANY EXISTING OR PROPOSED GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.; AND AT LEAST TEN FEET FROM ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381.0065(2), F.S., AND RULE 64E-6.002, F.A.C.
9. AT THE UTILITY CROSSINGS DESCRIBED ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62- 610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY-OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
10. ALL FITTINGS SHALL BE DUCTILE IRON MECHANICAL JOINT FOR USE WITH PREVIOUSLY SPECIFIED DUCTILE IRON AND OR PVC PIPE. CAST DUCTILE FITTINGS 4-INCH THROUGH 24-INCH SHALL BE PRESSURE RATED AT 350 PSI MINIMUM. ALL FITTINGS SHALL CONFORM TO ANSI/AWWA STANDARD C110/A21.10 AND/OR ANSI/AWWA STANDARD C153/A21.53 (LATEST EDITIONS). ALL FITTINGS SHALL BE CEMENT-LINED AND SEAL-COATED IN ACCORDANCE WITH ANSI/AWWA STANDARD C104/A21.4-1990. ALL FITTINGS SHALL HAVE DOUBLE CEMENT LINING THICKNESS. ALL FITTINGS FOR UNDERGROUND INSTALLATION SHALL BE OUTSIDE COATED WITH A 1-MIL THICK BITUMINOUS MATERIAL APPLIED BY MEANS OF AIRLESS SPRAY OR OTHER FACTORY APPROVED METHOD.
11. ALL WATER MAIN SHALL HAVE RESTRAINED JOINTS. RESTRAINED JOINTS SHALL BE EBAA IRON, INC. MECHANICAL JOINT SYSTEM.
12. THE MINIMUM LENGTH OF PIPE TO BE RESTRAINED ON EACH SIDE OF THE FITTING SHALL BE BASED ON THE RESTRAINT TABLE. MANUFACTURER'S RECOMMENDATIONS, AND THE CITY OF COCOA, WHICHEVER IS GREATER.
13. SHOP DRAWINGS OF ALL PIPE, VALVES, AND FITTINGS SHALL BE SUBMITTED TO, REVIEWED, AND APPROVED BY THE ENGINEER OF RECORD AND CITY OF COCOA PRIOR TO ORDERING MATERIALS.
14. HYDROSTATIC TESTS CONSISTING OF PRESSURE AND LEAKAGE TESTS SHALL BE PERFORMED ON ALL NEWLY INSTALLED WATER MAINS AND APPURTENANCES PER AWWA C600 OR M23, AS APPLICABLE. THE CONTRACTOR SHALL NOTIFY THE CITY OF COCOA AND ENGINEER OF RECORD FOR AN INSPECTION OF WATER MAIN CONNECTIONS PRIOR TO BACK FILLING.
15. DISINFECTION OF THE WATER DISTRIBUTION SYSTEM SHALL BE PERFORMED IN ACCORDANCE WITH AWWA C651-DISINFECTING WATER MAINS. BACTERIOLOGICAL TEST SAMPLES MUST BE TAKEN AND ANALYZED FOR TWO CONSECUTIVE DAYS. THESE SAMPLES MUST PROVE SATISFACTORY OR RECHLORINATION AND RESAMPLING CARRIED OUT. NO WATER IS TO BE USED UNTIL THE DEPARTMENT OF ENVIRONMENTAL PROTECTION ISSUES A LETTER OF CLEARANCE. THE TESTS SHALL BE PERFORMED BY A CERTIFIED TESTING LAB, PAID FOR BY THE CONTRACTOR, AND THE RESULTS PROVIDED TO THE OWNER.
16. PERMANENT ACCESS SHALL BE PROVIDED BY AN UNOBSTRUCTED, 20 FOOT WIDE, ALL WEATHER DRIVING SURFACE CAPABLE OF SUPPORTING A 32-TON EMERGENCY VEHICLE. THE DRIVING SURFACE SHALL BE MAINTAINED DURING ALL PHASES OF CONSTRUCTION.
17. NEWLY CONSTRUCTED WATERLINE SHALL BE SWABBED PER CITY OF COCOA SPECIFICATIONS.
18. A TAPPING CONTRACTOR, ACCEPTABLE TO THE CITY OF COCOA, IS REQUIRED FOR THE WATER MAIN TAPS.
19. A UTILITY CONTRACTOR IS REQUIRED FOR THE INSTALLATION OF THE WATER MAIN.

4	PER CITY OF COCOA COMMENTS	10/21/18
3	PER SJRWMD COMMENTS	10/22/18
	Designed:	AHK
	Drawn:	DRD
	Checked:	AHK
	Date:	9/27/2018
	Date:	9/27/2018

LAKESIDE PALMS WEST
COCOA, FL

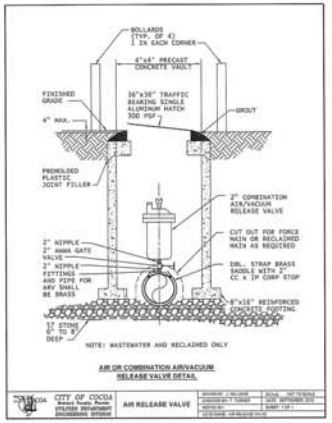
CITY OF COCOA WATER DETAILS

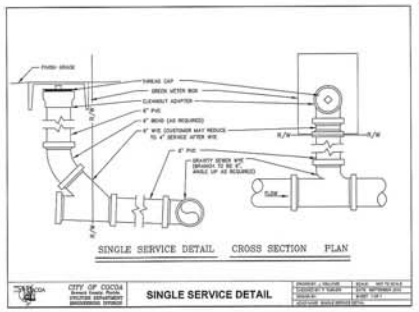
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Civil Engineers and Land Surveyors • E.B. # 7983 / L.B. #7940
304 North Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-6868 Fax (321) 751-6869

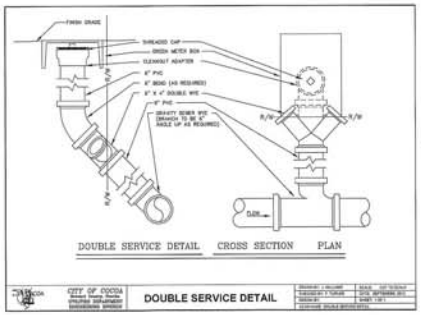
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Sheet #:
C-18
Sheet 18 of 24

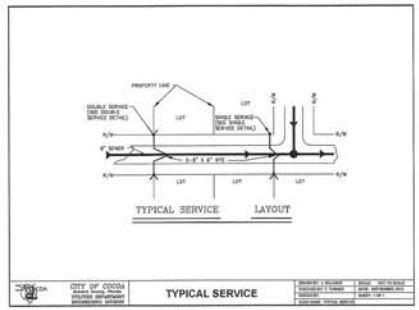
STATE OF FLORIDA
ANDREAS H. MORGAN
LICENSE NUMBER 62021
REGISTERED PROFESSIONAL ENGINEER
Date:

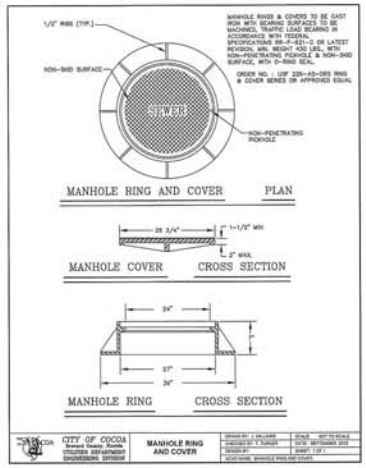
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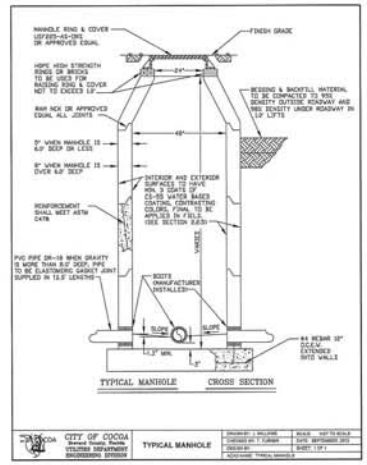












WASTEWATER SPECIFICATIONS NOTES:

1. WASTEWATER COLLECTION SYSTEM CONSTRUCTION AND MATERIALS SHALL COMPLY WITH THE LATEST CITY OF COCOA UTILITIES TECHNICAL PROVISIONS AND STANDARDS AND THE APPROVED PLANS.
2. SHOP DRAWINGS OF ALL PIPES, FITTINGS AND STRUCTURES SHALL BE SUBMITTED TO, REVIEWED AND APPROVED BY THE ENGINEER OF RECORD AND CITY OF COCOA UTILITIES PRIOR TO ORDERING MATERIAL.
3. RECORD DRAWINGS ARE REQUIRED FOR ALL SYSTEMS TO BE ACCEPTED BY THE CITY OF COCOA.

REVISION	
1	PER CITY OF COCOA COMMENTS 12/21/18
2	PER SURVMD COMMENTS 10/22/18

Designed: ARK Date: 9/27/2018
Drawn: DRD Date: 9/27/2018
Checked: ARK Date: 9/27/2018

LAKESIDE PALMS WEST
COCOA, FL.

CITY OF COCOA
SEWER DETAILS

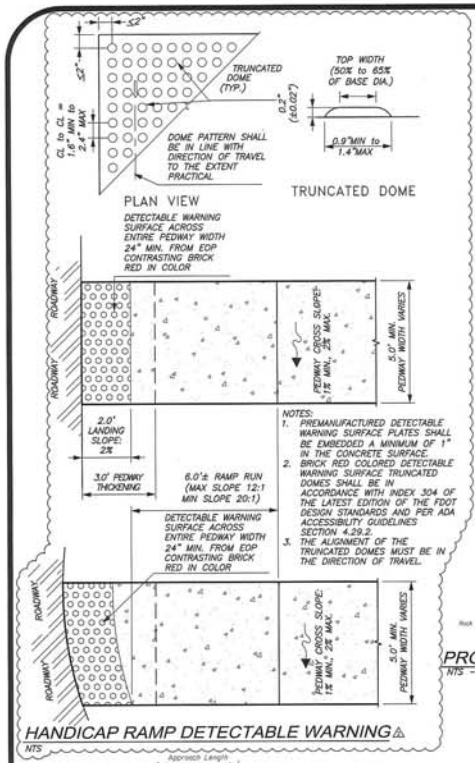
MORGAN & Associates
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Civil Engineers and Land Surveyors - E.B. # 7903 / L.B. #7940
504 North Harbor City Blvd. Melbourne, FL. 32935
Phone (321) 757-6508 Fax (321) 757-6509

Project #: 2018-03
Drawing #: WEST
Scale:
Horiz. N/A
Vert. N/A
Sheet #:
C-19
Sheet 19 of 24

ANDREAS H. KARBAN
LICENSE NO. 73511
STATE OF FLORIDA
PROFESSIONAL ENGINEER
Stefan E. Morgan P.E. Fl. Lic. No. 50633
Andreas H. Karban P.E. Fl. Lic. No. 73511

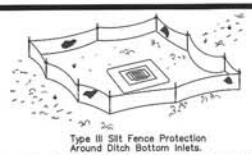
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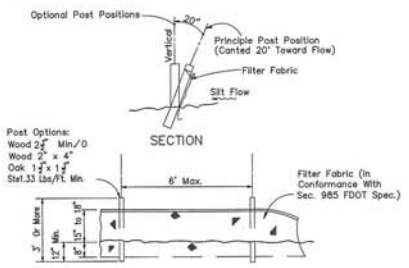
HANDICAP RAMP DETECTABLE WARNING⚠

NTS



Type III Silt Fence Protection Around Ditch Bottom Inlets.

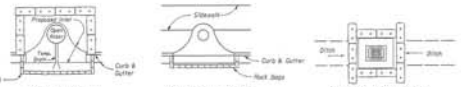
Do not deploy in a manner that silt fences will act as a dam across permanent flowing watercourses. Silt fences are to be used at upland locations and turbidity barriers used at permanent bodies of water.



Note: Silt Fence to be paid for under the contract unit price for Staked Silt Fence (LF).

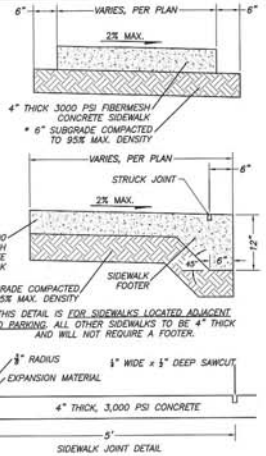
TYPE III SILT FENCE DETAIL

NTS – PER FDOT INDEX #102



PROTECTION AROUND INLETS OR SIMILAR STRUCTURES

NTS – PER FDOT INDEX #102

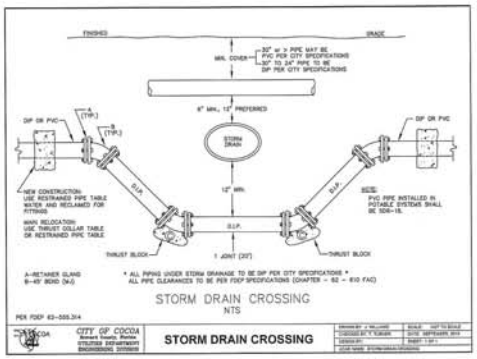


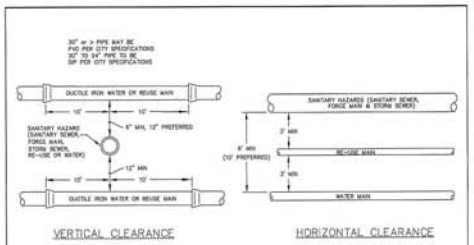
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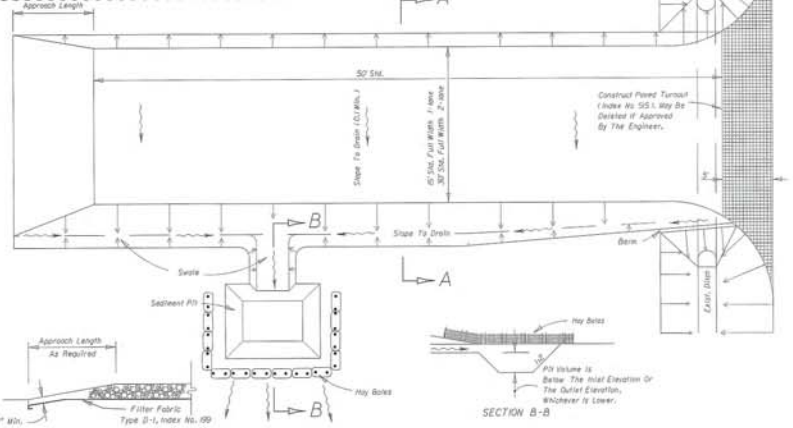
1. CONCRETE SIDEWALK SHALL BE MIN. 4" THICK, FIBER REINFORCED FDOT CLASS I CONCRETE HAVING A LIGHT BROOM FINISH AND CURED WITH FDOT 925-2 CURING COMPOUND APPLIED AT A RATE OF 1 GAL/200 SF.
2. CONSTRUCT SIDEWALK ON 6" SUBGRADE COMPACTED TO A MIN. OF 95% OF MAX. DENSITY IN ACCORDANCE WITH AASHTO T-99. THE SUBGRADE SHALL PROJECT A MIN. OF 6" TO 12" OUTSIDE THE EDGE OF SIDEWALK ON BOTH SIDES.
3. CONTRACTION JOINTS SHALL BE CONSTRUCTED ON 5 FOOT CENTERS. PROVIDE EXPANSION JOINTS ON 75 FOOT CENTERS, AT THE P.C. AND P.T. OF CURVES, JUNCTIONS WITH EXISTING AND NEW SIDEWALKS, AND WHERE NEW SIDEWALKS ABUTS CURBS, DRIVEWAYS, AND SIMILAR STRUCTURES.
4. SIDEWALKS SHALL HAVE A MIN. CROSS SLOPE OF 1% AND A MAX. CROSS SLOPE OF 2%.
5. THE FINISHED GRADE OF THE ADJACENT SOIL TO THE SIDEWALK SHALL BE HELD BETWEEN ½"-2" BELOW THE TOP OF THE SIDEWALK TO ENSURE THAT THE SOD WILL BE INSTALLED LOWER THAN THE TOP OF THE SIDEWALK FOR PROPER DRAINAGE.
6. CONTRACTOR SHALL USE 6" GRAVEL (1" WASHED) SUBBASE WITHIN THE ROOT PROTECTION ZONE AS INDICATED ON THE SITE PLAN.

SIDEWALK DETAIL

NTS







SOIL TRACKING PREVENTION DEVICE - A

NTS

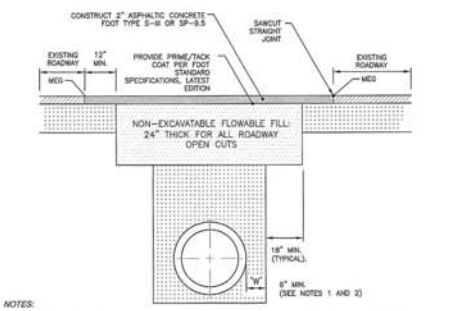
GENERAL NOTES

1. A Soil Tracking Prevention Device (STPD) shall be constructed at locations designated by the engineer for points of egress from unpaved areas of the project to public roads where offsite tracking of mud could occur. Traffic from unstabilized areas of the construction project shall be directed thru a STPD. Barriers, flagging, or other positive means shall be used as required to limit and direct vehicular egress across the STPD.
2. The Contractor may propose an alternative technique to minimize offsite tracking of sediment. The alternative must be reviewed and approved by the Engineer prior to its use.
3. All materials spilled, dropped, or tracked onto public roads (including the STPD aggregate and construction mud) shall be removed daily, or more frequently if so directed by the Engineer.
4. Aggregates shall be as described in Section 901 excluding 901-2.3. Aggregates shall be FDOT size #1. If this size is not available, the next available smaller size aggregate may be substituted with the approval of the Engineer. Sizes containing excessive small aggregate will track off the project and are unsuitable.
5. The sediment pit should provide a retention volume of 3600 cubic feet/acre of surface area draining to the pit. When the STPD is located from other drainage areas, the following pit volumes will satisfy this requirement:

   (5' x 50' =) 250 ft³

   (10' x 50' =) 500 ft³

   As an option to the sediment pit , the width of the swale bottom can be increased to obtain the volume. When the sediment pit or swale volume has been reduced to one half, it shall be cleaned. When a swale is used, hay bales or silt fence shall be placed along the entire length.
6. The swale ditch draining the STPD shall have a 0.2% minimum and a 1.0% maximum grade along the STPD and to the sediment pit.
7. Mitered end sections are not required when the sidedrain pipe satisfies the shear zone requirements.
8. The STPD shall be maintained in a condition that will allow it to perform its function. To prevent offsite tracking, the STPD shall be rinsed daily when its use is to move accumulated mud downward thru the stone. Additional stabilization of the vehicular route leading to the STPD may be required to limit the mud tracked.
9. A STPD shall be paid for under the contract unit price for Soil Tracking Prevention Device, EA. The unit price shall constitute full compensation for construction, maintenance, replacement of materials, removal, and restoration of the area utilized for the STPD, including but not limited to excavation, grading, temporary slope (including 90% when required), filter fabric, aggregate, paved turnout (including asphalt and base construction), ditch stabilization, approach route stabilization, sediment removal and disposal, water, rinsing and cleaning of the STPD and cleaning of public roads, grassing and sod. Hay bales shall be paid for under the contract unit price for Hay or Straw Bales, EA. Silt fence shall be paid for under the contract unit price for Staked Silt Fence, LF.
10. The nominal size of a standard STPD is 15' x 50' unless otherwise shown in the plans. If the volume of entering and exiting vehicles warrant, a 30'-width STPD may be used if approved by the Engineer. When a double width (30') STPD is used, the pay quantity shall be 2 for each location.



NOTES:

1. "W" SHALL BE A MINIMUM OF 6" WIDE AND OF SUFFICIENT WIDTH TO ACCOMMODATE NECESSARY COMPACTION EFFORTS. IN THE EVENT THE REQUIRED MINIMUM DENSITY IS NOT ACHIEVED, LOOSE MATERIAL SHALL BE REMOVED, REPLACED AND COMPACTED TO THE REQUIRED DENSITY, OR REPLACED WITH FULL DEPTH FLOWABLE FILL. DENSITY TESTS BELOW THE SPRING LINE OF THE PIPE ARE REQUIRED IN ADDITION TO OTHER TESTING REQUIREMENTS. (IN THE EVENT FULL DEPTH FLOWABLE FILL IS USED AS BACKFILL, DENSITY REQUIREMENTS ARE WAIVED.)
2. CONTRACTOR SHALL EXCAVATE BOTTOM OF TRENCH TO ALLOW FOR BELL SECTION OF PIPE.
3. MINIMUM ALLOWABLE BACKFILL DENSITY SHALL BE 98% OF THE MAXIMUM DENSITY AT OPTIMUM MOISTURE PER AASHTO T-180.
4. FLOWABLE FILL SHALL COMPLY WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 121, LATEST EDITION.
5. ALL OPEN CUTS SHALL HAVE FLOWABLE FILL AND TEMPORARY ASPHALT INSTALLED WITHIN 2 DAYS OF EXCAVATION. PERMANENT ASPHALT INCLUDING MILLING, IF NEEDED, SHALL BE COMPLETED WITHIN 30 DAYS OF EXCAVATION.
6. THESE ARE MINIMUM REQUIREMENTS. ADDITIONAL RESTRICTIONS MAY BE NECESSARY ON A CASE BY CASE BASIS.

ASPHALT ROADWAY OPEN CUT - PAVEMENT REMOVAL & REPLACEMENT

NTS

A	PER CITY OF COCOA COMMENTS	12/21/18
B	PER SURFWIDD COMMENTS	10/22/18
	Designed: AHK	Date: 9/27/2018
	Drawn: DHD	Date: 9/27/2018
	Checked: AHK	Date: 9/27/2018

LAKESIDE PALMS WEST
COCOA, FL

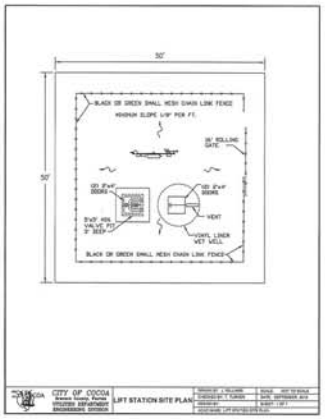
CONSTRUCTION DETAILS

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501 North Harbor City Blvd. Melbourne, FL 32935
Phone (321) 757-6088 Fax (321) 757-6089

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Drawing #: WEST
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C-20
Sheet 20 of 24

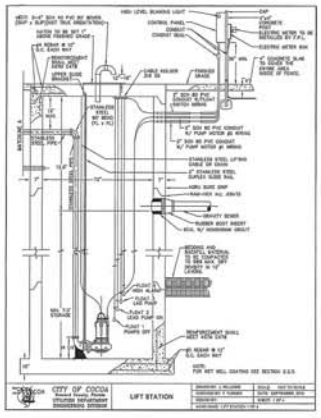
ANDREAS H. KIRBATAS
LICENSE NUMBER 73431
STATE OF FLORIDA
PROFESSIONAL ENGINEER
Andreas H. Kirbatas P.E. No. 73431
Date:

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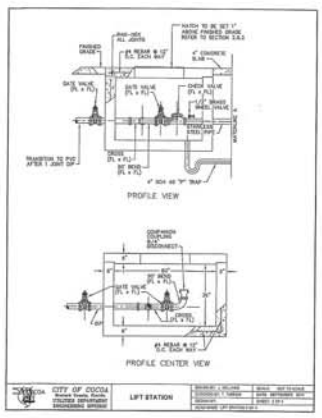
CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

LIFT STATION SITE PLAN



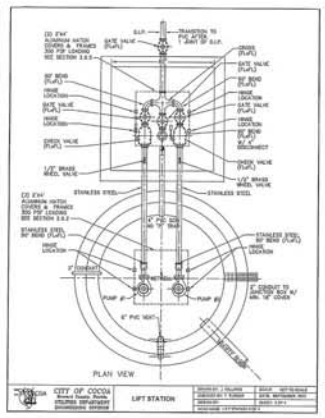
CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

LIFT STATION



CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

LIFT STATION



CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

LIFT STATION

LIFT STATION ELECTRICAL REQUIREMENTS

- HOA + Off + Auto ENCLOSURE – STAINLESS STEEL SIZE 36"x 48"x 12" MIN.
- 100 AMP, 3 POLE CIRCUIT BREAKER FOR 200 AMP ELECTRIC WESTINGHOUSE SQUARE D
- BRANCH CIRCUIT BREAKER FOR EACH PUMP GENERAL ELECTRIC WESTINGHOUSE, SQUARE D ADJUSTABLE TRIP
- 20 AMP, 1 POLE CIRCUIT BREAKER FOR 115 VOLT DUPLEX CONVENIENCE RECEPTACLE (GF)
- MERCURY FLOAT CONTROLS
- HIGH WATER ALARM (FLASHING LIGHT)
- ALTERNATOR (TURN-OFF)
- 120 VOLT CONTROL VOLTAGE
- ALLEN BRADLEY MOTOR STARTERS SIZE, SIZE
- 3 LEG OVERLOAD PROTECTION
- SOLID STATE SOFT START
- SOLA START ON 2nd PUMP STARTUP
- HOUR METERS NO RESET
- THERMAL OVERLOAD IN PUMP MOTOR (W/ WARNING LIGHT)
- MOISTURE PROBE IN PUMP MOTOR (W/ WARNING LIGHT)
- PUMPS TO BE INSTALLED W/ GUIDE RAIL (STAINLESS STEEL)
- 2" CONDUIT WITH WIRES FOR EACH PUMP
- STAINLESS STEEL CABLE OR CHAIN FOR PUMP (FOR LIFTING)
- PHASE FAILURE RELAY
- LIGHTNING ARRESTOR, OUTSIDE BASE OF DISCONNECT BOX
- CONDUIT FROM METAL TO CONTROL PANEL MUST BE VAPOR TIGHT (BY USE OF CONDUIT SEAL)
- THREE CONDUIT RUNS FROM CONTROL PANEL TO METWELL
- COPPER CLAD GROUND ROD 5/8" MIN.

FENCE SPECIFICATIONS:

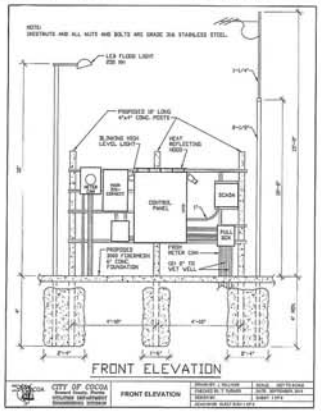
1) FABRIC 9-GA. HOT DIPPED GALVANIZED BLACK OR GREEN SMALL MESH
2) CORNER POSTS AND GATE POSTS TO BE 3" O.D., SCHEDULE 40x 8'-0"
3) LINE POSTS OR 1 5/8" O.D. SCHEDULE 40x 8'-0"
4) TOP RAIL 1 5/8" O.D. SCHEDULE 40
5) 20'-0" ROLLING GATE TO BE CONSTRUCTED OF 1-5/8" O.D., SCHEDULE 40 TUBE AND TO BE EQUIPPED WITH CENTER LOCKING DROP RODS AND DIAGONAL TRUSS RODS.

NOTES:

1) PUMPS TO BE FURNISHED WITH HIGH PRESSURE DISCHARGE COUPLING, STAINLESS STEEL BUDERAL SYSTEM, SEAL FAILURE AND THERMAL OVERLOAD MONITORING.
2) ALL PIPES, INVERTS AND HATCHES TO BE THE SIZE AND KIND SPECIFIED ON THE SET OF APPROVED CONSTRUCTION PLANS.
3) D.I.P. TO BE CLASS 54 MIN. THICKNESS.
4) ALL HARDWARE INSIDE METWELL TO BE 316 STAINLESS STEEL.

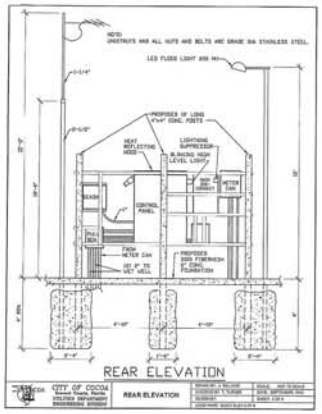
CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

LIFT STATION



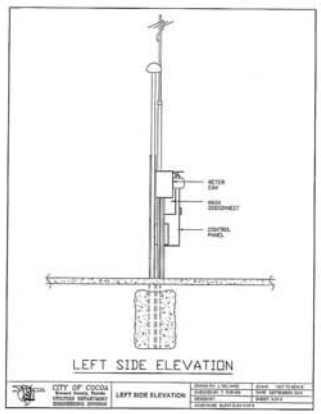
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FRONT ELEVATION



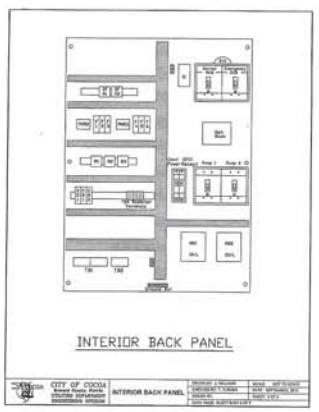
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REAR ELEVATION



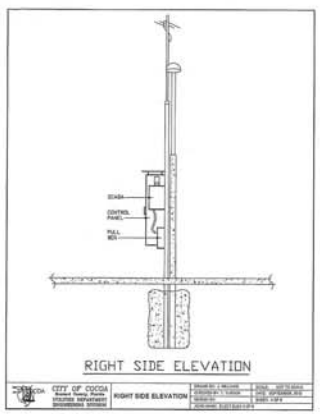
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LEFT SIDE ELEVATION



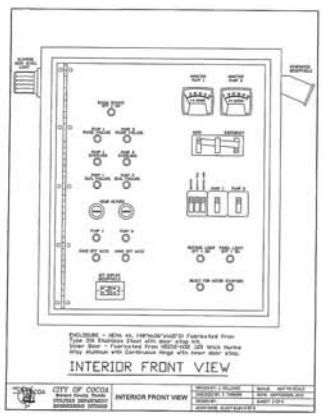
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INTERIOR BACK PANEL



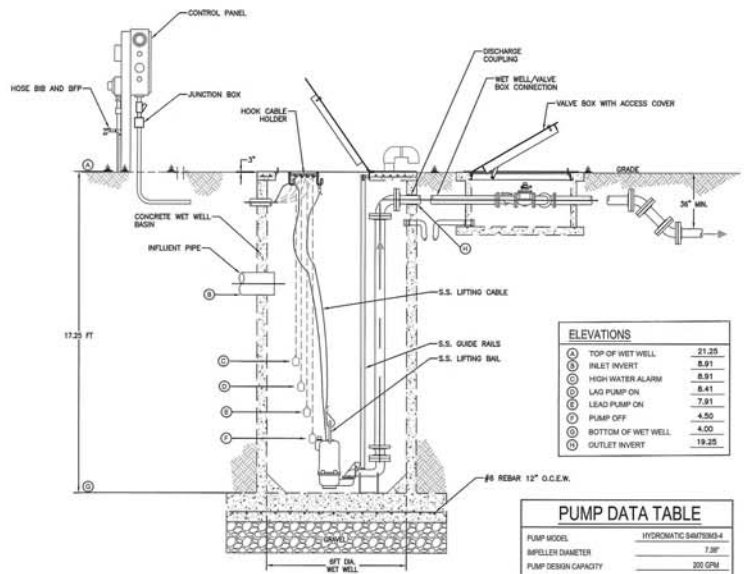
CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

RIGHT SIDE ELEVATION



CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

INTERIOR FRONT VIEW



SECTION VIEW

NOTE:
LIFT STATION CONSTRUCTION SHALL COMPLY WITH THE CITY OF COCOA UTILITIES DEPARTMENT SPECIFICATIONS.

ELEVATIONS

A	TOP OF WET WELL	21.25
B	INLET INVERT	8.91
C	HIGH WATER ALARM	8.91
D	LAG PUMP ON	8.41
E	LEAD PUMP ON	7.91
F	PUMP OFF	4.50
G	BOTTOM OF WET WELL	4.00
H	OUTLET INVERT	19.25

PUMP DATA TABLE

PUMP MODEL	HYDROMATIC S4M7S0M3-4
IMPELLER DIAMETER	7.38"
PUMP DESIGN CAPACITY	200 GPM
PUMP DESIGN TDH	41 FT
SECONDARY CAPACITY	200 GPM
SECONDARY TDH	41 FT
HORSEPOWER	7.5 HP/1750 RPM
VOLTAGE	230 V
PHASE	3 PH
DISCHARGE SIZE	4"
NOTES:	

Revision	Date
PER CITY OF COCOA COMMENTS 12/21/18	
PER SJRWMD COMMENTS 10/02/18	
Designed: AHK	Date: 9/27/2018
Drawn: DRO	Date: 9/27/2018
Checked: AHK	Date: 9/27/2018

LAKESIDE PALMS WEST
COCOA, FL

LIFT STATION DETAILS

MORGAN & Associates Consulting Engineers, Inc.
Civil Engineers and Land Surveyors - E.B. # 7903 / L.B. #7900
504 North Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-6088 Fax (321) 751-6089

Project #: 2018-03
Drawing #: WEST
Scale:
Horiz. N/A
Vert. N/A
Sheet #:
C-21
Sheet 21 of 24

ANDREAS H. KOMBAN — PROFESSIONAL ENGINEER
Susan A. Morgan, P.E. FL Reg. #56623
Andreas H. Komban, P.E. FL Reg. #70441
Date:

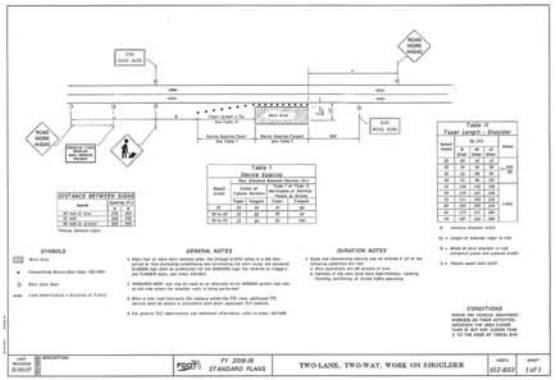
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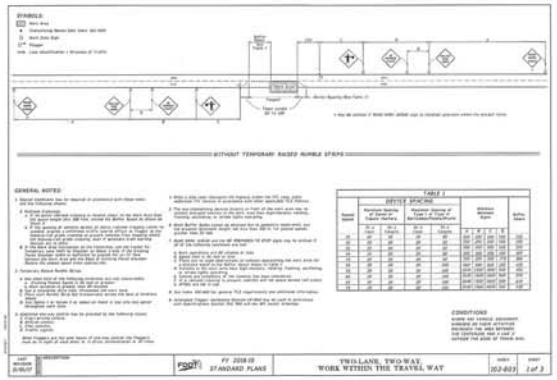
MAINTENANCE OF TRAFFIC NOTES:

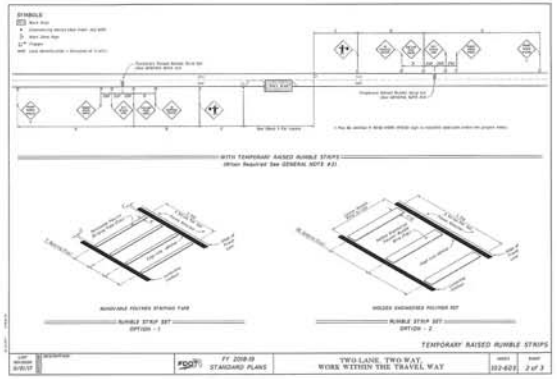
1. THE CONTRACTOR SHALL PROVIDE A MAINTENANCE OF TRAFFIC (MOT) PLAN OR ROADWAY CLOSURE MOT/DETOUR PLAN. PLAN MUST BE SUBMITTED TO BREVARD COUNTY TRAFFIC OPERATIONS (321-633-2077) FOR APPROVAL A MINIMUM OF TWO (2) WEEKS PRIOR TO START OF CONSTRUCTION. THE MOT PLAN SHALL BE IN ACCORDANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), FDOT STANDARD INDEX 102-600 SERIES, FDOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE SECTION 102 AND BREVARD COUNTY LAND DEVELOPMENT EXHIBITS.
2. THE CONTRACTOR SHALL VERIFY ALL DATA MEETS FDOT 2018-19 EDITION.
3. ALL DRIVEWAYS ARE TO REMAIN OPEN EXCEPT WHEN PERIODIC LANE CLOSURES REQUIRE DRIVEWAY CLOSURE.
4. ALL SIGNING, PAVEMENT MARKINGS, BARRICADES AND WARNING LIGHTS NECESSARY FOR MOT SHALL CONFORM TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (MUTCD), LATEST EDITION.
5. INSTALL CONSTRUCTION SIGNING PRIOR TO COMMENCEMENT OF CONSTRUCTION AND MAINTAIN SIGNS IN ACCORDANCE WITH MUTCD.
6. TEMPORARY VEHICULAR ACCESS TO RESIDENCES AND BUSINESSES ALONG THE CONSTRUCTION ROUTE SHALL BE MAINTAINED AT ALL TIMES.
7. CONTRACTOR TO ADJUST MOT TO ACCOMMODATE SCHOOL TRAFFIC AS NECESSARY.

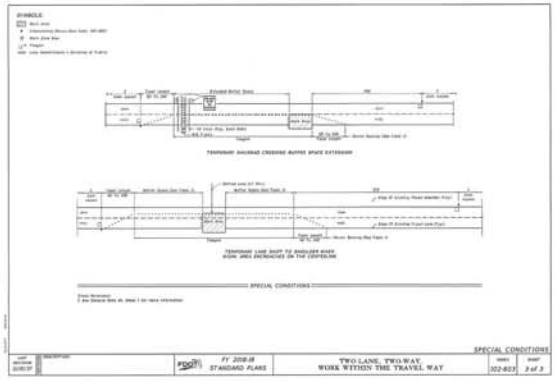
FDOT GENERAL NOTES:

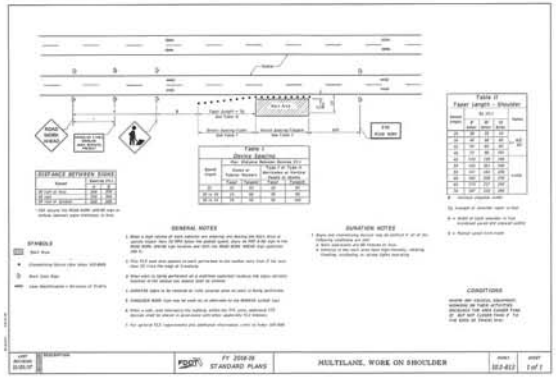
1. ALL WORK PERFORMED WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE 2018-19 EDITION OF THE FDOT DESIGN STANDARDS, 2018 SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE 2010 UTILITY ACCOMMODATION MANUAL.
2. ALL EXCAVATIONS WITHIN TEN (10) FEET OF THE TRAVEL LANES AND GREATER THAN THREE (3) INCHES DEEP MUST BE FILLED IN OR HAVE A SHOULDER TREATMENT PLACED AT THE DROP-OFF PER INDEX NO. 102-600 OF FDOT 2018-19 DESIGN STANDARDS AT THE END OF THE WORK DAY.
3. ALL UNPAVED AREAS THAT HAVE BEEN DISTURBED BY CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY SHALL BE SODDED WITH COMMON BERMUDA OR BAHIA SOD.
4. ALL RAISED PAVEMENT MARKERS (RPM) INSTALLED WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE 2018-19 FDOT DESIGN STANDARDS, INDEX NO. 706-001 AND 2018 FDOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION SECTION 706.

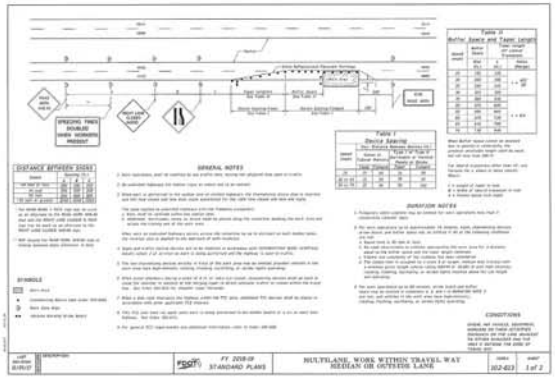


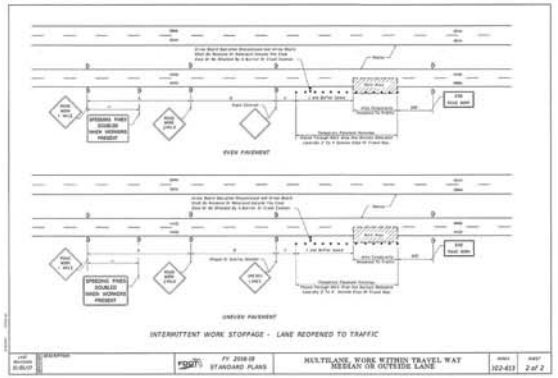












REVISION	
A	PER CITY OF COCOA COMMENTS: 12/21/18
A	PER SJRWMD COMMENTS: 10/22/18
	Designed: ARK — Date: 9/27/2018
	Drawn: DRD — Date: 9/27/2018
	Checked: ARK — Date: 9/27/2018

LAKESIDE PALMS WEST
COCOA, FL

MAINTENANCE OF TRAFFIC DETAILS

MORGAN & Associates
Consulting Engineers, Inc.
Civil Engineers and Land Surveyors - E.B. # 7907 / L.B. #7940
504 North Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-6868 Fax (321) 751-6869

Project #: 2018-03
Drawing #: WEST
Scale:
Horiz.: N/A
Vert.: N/A
Sheet #:
C-22
Sheet 22 of 24

ANDREAS H. KIRBACH — LICENSED PROFESSIONAL ENGINEER — STATE OF FLORIDA
Steven J. Morgan, P.E. #37707 — Andreas H. Kirbach, P.E. #70433
Date:

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BREVARD COUNTY PUBLIC WORKS ENGINEERING STANDARD DEVELOPMENT NOTES

GENERAL

1. ALL CONSTRUCTION SHALL CONFORM TO FDOT DESIGN STANDARDS (LATEST EDITION), FDOT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION (LATEST EDITION), BREVARD COUNTY UTILITY SERVICES CRITERIA FOR WATER AND SANITARY SEWER SYSTEMS, AND BREVARD COUNTY CODE OF ORDINANCES.
2. ISSUANCE OF CERTIFICATE OF COMPLETION: UPON COMPLETION OF CONSTRUCTION OF THE PROJECT AND PRIOR TO SCHEDULING OF THE FINAL INSPECTION, THE APPLICANT OR THEIR AUTHORIZED REPRESENTATIVE, SHALL PROVIDE THE FOLLOWING DOCUMENTATION TO BREVARD COUNTY PUBLIC WORKS ENGINEERING:
   a. A CERTIFICATE OF COMPLETION - REQUEST FOR FINAL INSPECTION FORM. THE FORM MUST BE FROM A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF FLORIDA WITH THEIR SEAL AFFIXED. THE FORM CERTIFIES THAT THE IMPROVEMENTS HAVE BEEN CONSTRUCTED IN CONFORMANCE WITH THE APPROVED CONSTRUCTION PLANS AND SPECIFICATIONS.
   b. A COMPLETE SET OF TESTING REPORTS FOR ALL TESTS PERFORMED ON THE PROJECT WITHIN THE COUNTY RIGHT-O- WAY AND/OR FOR ALL SUBDIVISION CONSTRUCTION REGARDLESS OF PUBLIC OR PRIVATE.
   c. THREE SETS OF AS-BUILT DRAWINGS MEETING THE REQUIREMENTS OF SECTION 61G17, F.A.C., AND SIGNED AND SEALED BY A SURVEYOR LICENSED IN THE STATE OF FLORIDA. AT A MINIMUM, ALL AS-BUILT DRAWINGS MUST INCLUDE:
   i. ROAD/PAVEMENT ELEVATIONS; ROADWAY CROSS SLOPES; PAVEMENT WIDTH; PAVEMENT SPOT ELEVATIONS NECESSARY TO CONFIRM STORMWATER DRAINAGE PATTERNS AT INTERSECTIONS AND SIDEWALKS, CURB SLOPES;
   ii. STORMWATER PIPE SIZES AND INVERT ELEVATIONS; LOCATION OF OUTFALL STRUCTURE(S) WITH AS-BUILT ELEVATIONS FOR ALL CONTROL STRUCTURE & SKIMMER ELEVATIONS SHOWN ON THE APPROVED PLANS; TOP OF BANK, GRADE BREAKS, BOTTOM ELEVATIONS FOR ALL STORMWATER PONDS OR BERM AREAS;
   iii. ANY OTHER ADDITIONAL AS-BUILT DATA THAT IS APPLICABLE TO THE PROJECT TO ENSURE COMPLETION IN ACCORDANCE WITH THE APPROVED CONSTRUCTION PLANS.
   d. PIPE INSPECTION VIDEO PER FDOT REQUIREMENTS. (IF APPLICABLE PER NOTE 4 OF DRAINAGE NOTES)
   e. IF A MUNICIPALITY IS ACCEPTING A PUBLIC WATER AND/OR SEWER SYSTEM, THERE MUST BE DOCUMENTATION INDICATING MUNICIPAL ACCEPTANCE OF THE CONSTRUCTION OF THE WATER AND/OR SEWER SYSTEM.
   f. PUBLIC WORKS ENGINEERING WILL NOT SIGN OFF ON A TEMPORARY CERTIFICATE OF OCCUPANCY (TCO) FROM THE BREVARD COUNTY BUILDING DEPARTMENT UNTIL THE AS-BUILT DRAWINGS AND OTHER DOCUMENTATION LISTED ABOVE HAVE BEEN SUBMITTED AND REVIEWED BY PUBLIC WORKS ENGINEERING.
   g. PROJECTS CONNECTED TO THE BREVARD COUNTY WATER, SANITARY SEWER, AND/OR RECLAIMED WATER SYSTEMS MUST OBTAIN FINAL APPROVAL FOR THE PROJECT DIRECTLY FROM BREVARD COUNTY UTILITY SERVICES AS OUTLINED IN THE BREVARD COUNTY CRITERIA FOR WATER AND SANITARY SEWERAGE SYSTEMS.
3. UPON APPROVAL OF FINAL INSPECTION, AN ENGINEER'S CERTIFIED COST ESTIMATE WILL BE REQUIRED ALONG WITH A 2-YEAR MAINTENANCE BOND FOR ALL IMPROVEMENTS WITHIN THE COUNTY RIGHT-OF-WAY AS REQUIRED BY CHAPTER 86 OF THE BREVARD COUNTY CODE OF ORDINANCES. THE MAINTENANCE BOND SHALL BE 25% OF THE ENGINEER'S CERTIFIED COST ESTIMATE.
4. THE CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE TO THE COUNTY INFRASTRUCTURE DURING CONSTRUCTION. THIS INCLUDES, BUT IS NOT LIMITED TO, THE STRUCTURAL INTEGRITY OF THE ROADWAY ASPHALT, BASE, AND STABILIZED SUB-BASE, SIDEWALKS, STORMWATER DRAINAGE SYSTEM, DRAINAGE STRUCTURES, CURBS, GROUND COVER, WATER SYSTEMS, SANITARY SEWER SYSTEMS, AND RECLAIMED WATER SYSTEMS. ALL REPAIRS SHALL BE COMPLETED IN ACCORDANCE WITH FDOT AND BREVARD COUNTY STANDARDS. ALL REPAIRS SHALL BE COMPLETED PRIOR TO THE FINAL INSPECTION OF THE PROJECT. SIDEWALK PATCHING WILL NOT BE ACCEPTABLE.
5. A VISUAL OR MECHANICAL INTERIOR INSPECTION OF EXISTING CULVERTS WILL BE REQUIRED PRIOR TO THE FINAL INSPECTION.
6. ALL DISTURBED AREAS WITHIN THE COUNTY RIGHT-OF-WAY SHALL BE SODDED. SEED & MULCH IS NOT ACCEPTABLE. SOD SHALL MATCH EXISTING SOD TYPE. BAHIA SOD SHALL BE USED IN AREAS ADJACENT TO VACANT PROPERTY. DISTURBED AREAS OUTSIDE THE CONSTRUCTION LIMITS WILL BE SODDED AT THE CONTRACTOR'S EXPENSE.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL SURVEY MONUMENTATION. ANY SURVEY MONUMENTATION DISTURBED OR DESTROYED DURING CONSTRUCTION SHALL BE REPLACED BY A FLORIDA LICENSED SURVEYOR PRIOR TO ISSUANCE OF A CERTIFICATE OF COMPLETION FOR THE PROJECT.
8. REGARDLESS OF PRIVATE OR PUBLIC DEDICATION, THERE SHALL BE NO UTILITY CONNECTIONS OR METER BOXES WITHIN PROPOSED OR EXISTING SIDEWALKS OR DRIVEWAY AREAS.
9. ALL DIRECTIONAL BORES SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION SECTION 555, DIRECTIONAL BORES AND THE FDOT UTILITIES ACCOMMODATION MANUAL.
10. ALL DIRECTIONAL BORES MUST EXTEND A MINIMUM OF EIGHT(8) FEET PAST THE EDGE OF PAVEMENT OF ANY ROADWAY OR COMMERCIAL DRIVEWAY. FOR RESIDENTIAL DRIVEWAYS AND SIDEWALKS, THE BORE MUST EXTEND THREE (3) FEET PAST THE EDGE ON EITHER SIDE.
11. THE CONTRACTOR SHALL CONTROL DUST GENERATED BY THIS PROJECT AT ALL TIMES, SHALL PROVIDE STREET SWEEPING AS REQUIRED, AND PREVENT SEDIMENT FROM ENTERING INTO THE EXISTING DRAINAGE SYSTEM AT ALL TIMES.
12. THE CONTRACTOR SHALL NOT EXCEED NOISE LEVELS AS SPECIFIED IN BREVARD COUNTY CODE OF ORDINANCES SECTION 62-2271.
13. ALL STRIPING AND PAVEMENT MARKINGS IN THE COUNTY RIGHT-OF-WAY SHALL BE THERMOPLASTIC AND SHALL NOT BE APPLIED UNTIL A MINIMUM OF 30 DAYS AFTER THE PLACEMENT OF THE FINAL ASPHALT SURFACE. IN THE INTERIM, STRIPING SHALL BE PAINT AND ANY REQUIRED RPM'S INSTALLED PER THE PLANS. DO NOT STRIPE ACROSS MANHOLE LIDS OR DRAINAGE GRATES.
14. REFLECTIVE PAVEMENT MARKINGS (RPM'S) SHALL BE INSTALLED IN ALL LOCATIONS AS REQUIRED BY FDOT DESIGN STANDARD.(LATEST EDITION)
15. ANY PAVEMENT MARKINGS AND RPM'S THAT ARE DESTROYED, DAMAGED, OR DIMINISHED BY CONSTRUCTION ACTIVITIES FOR UP TO 500 FEET IN EITHER DIRECTION BEYOND THE LIMITS OF CONSTRUCTION SHALL BE REPLACED OR REFURBISHED BY THE CONTRACTOR.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COUNTY RIGHT-OF-WAY FOR THE DURATION OF CONSTRUCTION. AT A MINIMUM, THE CONTRACTOR SHALL MOW THE RIGHT-OF-WAY ON AN AS NEEDED BASIS AND MAINTAIN THE DRAINAGE CONVEYANCE SYSTEM. ADDITIONAL MAINTENANCE MAY BE REQUIRED ON A CASE BY CASE BASIS.

TRAFFIC CONTROL

1. MOT PLAN REVIEW: A PROJECT-SPECIFIC MAINTENANCE OF TRAFFIC (MOT) PLAN OR ROADWAY CLOSURE MOT/DETOUR PLAN MUST BE SUBMITTED TO BREVARD COUNTY TRAFFIC OPERATIONS (321-633-2077) FOR APPROVAL A MINIMUM OF TWO (2) WEEKS PRIOR TO START OF CONSTRUCTION. THE MOT PLAN SHALL BE IN ACCORDANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND FDOT STANDARD INDEX 600 SERIES (LATEST EDITIONS). PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS OR VMS) MAY BE REQUIRED TO SUPPLEMENT THE STANDARD MOT SIGNAGE.
2. ROAD CLOSURES: THE CONTRACTOR SHALL NOTIFY BREVARD COUNTY TRAFFIC OPERATIONS (321-633-2077) A MINIMUM OF TWO (2) WEEKS IN ADVANCE OF THE PROPOSED START DATE OF CONSTRUCTION WITHIN THE RIGHT-OF-WAY, FOR EACH PHASE OF CONSTRUCTION, IF APPLICABLE. CONSTRUCTION SHALL NOT BEGIN UNTIL THE MOT PLAN IS APPROVED AND NOTIFICATIONS HAVE BEEN SENT TO AFFECTED AGENCIES. CERTAIN LOCATIONS MAY REQUIRE WORK IN THE RIGHT-OF-WAY TO BE PERFORMED AT NIGHT ONLY.
3. LANE CLOSURES: THE CONTRACTOR SHALL NOTIFY BREVARD COUNTY TRAFFIC OPERATIONS (321-633-2077) A MINIMUM OF ONE (1) WEEK IN ADVANCE OF THE PROPOSED START DATE OF CONSTRUCTION WITHIN THE RIGHT-OF-WAY. CONSTRUCTION SHALL NOT BEGIN UNTIL THE MOT PLAN IS APPROVED AND NOTIFICATIONS HAVE BEEN SENT TO AFFECTED AGENCIES. NO LANE CLOSURES WILL BE PERMITTED DURING PEAK HOUR TRAFFIC VOLUMES.
4. ALL TRAFFIC CONTROL DEVICES SHALL MEET THE REQUIREMENTS OF THE MUTCD FOR STREETS AND HIGHWAYS, FDOT STANDARDS (LATEST EDITIONS), AND BREVARD COUNTY LAND DEVELOPMENT EXHIBIT #26.

DRAINAGE - ROADWAYS

1. ALL DRAINAGE SYSTEM CONSTRUCTION SHALL CONFORM TO FDOT STANDARD SPECIFICATIONS AND FDOT DESIGN STANDARDS,(LATEST EDITIONS).
2. ALL RETICULINE STEEL GRATES SHALL BE HOT DIPPED GALVANIZED AND HAVE A TRAFFIC BEARING H-20 LOAD RATING.
3. ALL GRATES UTILIZED WITHIN THE COUNTY RIGHT-OF-WAY SHALL BE TRAFFIC BEARING H-20 LOADING.
4. ALL STORMWATER PIPING WITHIN THE ROAD RIGHT-OF-WAY, REGARDLESS OF PUBLIC OR PRIVATE, OR STORMWATER PIPING THAT CONVEYS STORMWATER UNDER THE ROADWAY BETWEEN STORMWATER TREATMENT PONDS, SHALL BE INSPECTED PER SECTIONS 430-4.8, 430-4.8.1, AND 430-4.8.2 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION,(LATEST EDITION). A COPY OF THE PIPE VIDEO SHALL BE PROVIDED TO THE COUNTY AS PART OF THE SUBMITTAL OF THE CERTIFICATION OF COMPLETION REQUEST FOR FINAL INSPECTION. THE COUNTY SHALL BE NOTIFIED ONE WEEK PRIOR TO THE START OF THE PIPE VIDEO INSPECTION PROCESS.
5. ALL OPEN CUTS SHALL CONFORM TO LAND DEVELOPMENT EXHIBIT #25. FOR ALL OPEN CUTS, THE FLOWABLE FILL AND TEMPORARY ASPHALT SHALL BE INSTALLED WITHIN TWO (2) DAYS OF THE EXCAVATION (UNLESS OTHERWISE APPROVED IN WRITING BY BREVARD COUNTY PUBLIC WORKS ENGINEERING). PERMANENT ASPHALT INCLUDING MILLING AND RESURFACING, IF NEEDED, SHALL BE COMPLETED WITHIN THIRTY (30) DAYS OF EXCAVATION.
6. THE CONTRACTOR SHALL REMOVE THE SHOULDER OF THE ROADWAY TO A POINT WHERE THE BASE MATERIAL OF THE EXISTING ROADWAY MEETS THE MINIMUM THICKNESS OF THE PROPOSED ROADWAY/COMMERCIAL DRIVEWAY CONNECTION.

CONCRETE PAVING AND SIDEWALK

1. ALL DRIVEWAYS SHALL BE CONSTRUCTED PER FDOT INDEX 515 AND/OR BREVARD COUNTY STANDARD EXHIBITS UNLESS OTHERWISE NOTED.
2. ALL CONCRETE SHALL MEET FDOT DESIGN MIX AND SPECIFICATIONS. CURING METHOD SHALL BE IN ACCORDANCE WITH THE FDOT SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION,(LATEST EDITION).
3. ALL SIDEWALKS WITHIN THE COUNTY RIGHT-OF-WAY OR WITHIN A PUBLIC SIDEWALK EASEMENT SHALL BE CONSTRUCTED OF 6-INCH THICK, 3000-PSI CONCRETE WITH FIBER MESH REINFORCEMENT. CONCRETE SIDEWALKS (OR PEDWAYS) AND CONCRETE DRIVEWAY APRONS SHALL BE CONSTRUCTED OVER SOILS COMPACTED TO 98% DENSITY, OF AASHTO T -180. SHOULD EXISTING SOILS BE FOUND UNSUITABLE FOR COMPACTION, ADDITIONAL COMPATIBLE MATERIALS SHALL BE BROUGHT TO THE SITE FOR USE AS SUBGRADE. ALTERNATE METHODS OF COMPACTION MAY BE REQUIRED TO AVOID DAMAGE TO SURROUNDING PROPERTIES.
4. CONSTRUCT SIDEWALK JOINTS PURSUANT TO FDOT INDEX 310 (LATEST EDITION). EXPANSION JOINTS SHALL BE EVERY 50 FEET, AND BETWEEN NEW AND OLD CONCRETE.
5. TWO BY FOUR FORM BOARDS SHALL NOT BE USED FOR SIDEWALK/DRIVEWAY CONSTRUCTION. FORM BOARDS SHALL MATCH PROPOSED CONCRETE THICKNESS. SLIP FORMS SHALL NOT BE USED FOR SIDEWALK CONSTRUCTION. FIXED FORMWORK SHALL BE REQUIRED PER FDOT INDEX 300.
6. THE CONTRACTOR SHALL PROVIDE A 3-FOOT CURB TRANSITION AT ALL CURB TERMINATIONS.
7. ALL SIDEWALK AND ACCESS RAMP CONSTRUCTION SHALL COMPLY WITH THE DEPARTMENT OF JUSTICE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN, FDOT DESIGN STANDARDS (LATEST EDITION), AND BREVARD COUNTY DEVELOPMENT REQUIREMENTS.

ASPHALT PAVING AND TESTING

THE FOLLOWING TESTING REQUIREMENTS APPLY TO:

a. ALL PUBLIC AND PRIVATE SUBDIVISION PROJECTS PERMITTED THROUGH BREVARD COUNTY PLANNING AND DEVELOPMENT;
b. ALL SITE PLAN PROJECTS PERMITTED THROUGH BREVARD COUNTY PLANNING AND DEVELOPMENT REQUIRING WORK IN THE COUNTY RIGHT-OF-WAY;
c. ALL PROJECTS PERMITTED THROUGH BREVARD COUNTY PUBLIC WORKS FOR WORK WITHIN THE COUNTY RIGHT-OF-WAY.

SECTIONS WITHIN THE FDOT STANDARD SPECIFICATIONS LIMITING TESTING REQUIREMENTS BASED ON LOT SIZE, SUB-LOT SIZE, TONNAGE, MINIMUM THICKNESS, OR SPREAD RATE WILL NOT APPLY TO THE PROJECTS LISTED ABOVE. AT A MINIMUM, ONE SET OF TESTS WILL BE REQUIRED FOR ALL PAVING PROJECTS LARGER THAN 50 TONS TOTAL AND ADDITIONAL TESTING MAY BE REQUIRED ON A CASE BY CASE EVALUATION OF THE PROJECT. TESTING REQUIREMENTS AT THE ASPHALT PLANT WILL NOT APPLY.

FOR S-TYPE ASPHALT AS SPECIFIED IN THE 2000-2004 FDOT STANDARD SPECIFICATION:

1. THE CONTRACTOR SHALL PROVIDE A DESIGN MIX SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF FLORIDA AND APPROVED BY THE ENGINEER OF RECORD FOR THE PROJECT TO PUBLIC WORKS ENGINEERING FIVE BUSINESS DAYS PRIOR TO PAVING. THE MIX DESIGN SHALL MEET FDOT MINIMUM REQUIREMENTS AS OUTLINED IN SECTION 331-4 (2000). DESIGN MIXES BY FDOT CERTIFIED MIX DESIGNERS WILL NOT BE ACCEPTED.
2. THE CONTRACTOR SHALL PROVIDE EXTRACTION/GRADATION TESTS IN ACCORDANCE WITH SECTION 331-4.4.2 (2000).
3. THE CONTRACTOR SHALL PROVIDE MARSHALL STABILITY TESTING IN ACCORDANCE WITH SECTION 331-5.5.1 (2000).
4. PAVEMENT SURFACE SHALL MEET ALL REQUIREMENTS SPECIFIED IN SECTION 330-13 (2000).
5. THE CONTRACTOR SHALL PROVIDE SURFACE TOLERANCE TESTING FOR ROADWAYS WITH DESIGN SPEEDS OF 35 MPH OR GREATER IN ACCORDANCE WITH SECTION 330-13.3 (2000).
6. QUALITY CONTROL CORE BORINGS SHALL BE OBTAINED FOR THICKNESS PER SECTION 330-2.2 ROADWAY, (2004) AND DENSITY PER SECTION 330-11, TABLE 330-3 (2000).
7. ASPHALT TEST RESULTS FOR EACH CORE TAKEN ARE REVIEWED ON AN INDIVIDUAL BASIS FOR THICKNESS AND DENSITY. THICKNESS AND DENSITY AVERAGES WILL NOT BE ACCEPTED. NO UNDER TOLERANCE FOR THE THICKNESS OF EACH ASPHALT CORE WILL BE ALLOWED.

FOR SUPERPAVE (SP) ASPHALT AS SPECIFIED IN THE 2010 FDOT STANDARD SPECIFICATION:

1. THE CONTRACTOR SHALL PROVIDE AN FDOT APPROVED DESIGN MIX, APPROVED BY THE ENGINEER OF RECORD FOR THE PROJECT, TO PUBLIC WORKS ENGINEERING FIVE BUSINESS DAYS PRIOR TO PAVING. THE MIX DESIGN SHALL MEET FDOT MINIMUM REQUIREMENTS AS OUTLINED IN SECTION 334-2 & 334-3 (2010). DESIGN MIXES BY FDOT CERTIFIED MIX DESIGNERS THAT ARE NOT FDOT APPROVED WILL NOT BE ACCEPTED.
2. THE CONTRACTOR SHALL PROVIDE GRADATION AND BINDER CONTENT TESTING IN ACCORDANCE WITH SECTION 334-5. (2010) HOWEVER, THE SAMPLE(S) MAY BE TAKEN AT THE PROJECT LOCATION IN LIEU OF AT THE ASPHALT PLANT AS SPECIFIED. RESULTS MUST BE PROVIDED TO THE COUNTY WITHIN ONE WEEK AFTER THE COMPLETION OF PAVING.
3. THE CONTRACTOR SHALL PROVIDE QUALITY CONTROL, DENSITY, AND THICKNESS TESTING IN ACCORDANCE WITH SECTIONS 334-3, 334-4, 334-5, AND 334-5.2.3 (2010).
4. ASPHALT TESTING RESULTS FOR EACH CORE TAKEN ARE REVIEWED ON AN INDIVIDUAL BASIS FOR THICKNESS AND DENSITY. THICKNESS AND DENSITY AVERAGES, AS NOTED IN TABLE 334-5, NOTE 2, OF SECTION 334-5 (2010) WILL NOT BE ACCEPTED. NO UNDER TOLERANCE FOR THE THICKNESS OF EACH ASPHALT CORE WILL BE ALLOWED.
5. PAVEMENT SURFACE SHALL MEET ALL REQUIREMENTS SPECIFIED IN SECTION 330-12 (2010).
6. THE CONTRACTOR SHALL PROVIDE QUALITY CONTROL SURFACE TOLERANCE TESTING FOR ROADWAYS WITH DESIGN SPEEDS OF 35 MPH OR GREATER IN ACCORDANCE WITH 330-12 (2010).

FOR FRICTION COURSE FC-5 AS SPECIFIED IN THE 2010 FDOT STANDARD SPECIFICATION:

1. THE CONTRACTOR SHALL PROVIDE PROVIDE AN FDOT APPROVED DESIGN MIX, APPROVED BY THE ENGINEER OF RECORD FOR THE PROJECT, TO PUBLIC WORKS ENGINEERING FIVE BUSINESS DAYS PRIOR TO PAVING. THE MIX DESIGN SHALL MEET FDOT MINIMUM REQUIREMENTS AS OUTLINED IN SECTION 337-4 (2010). DESIGN MIXES BY FDOT CERTIFIED MIX DESIGNERS THAT ARE NOT FDOT APPROVED WILL NOT BE ACCEPTED.
2. THE CONTRACTOR SHALL PROVIDE GRADATION AND BINDER CONTENT TESTING IN ACCORDANCE WITH SECTION 337-5 & 337-6 (2010). THE SAMPLE(S) MAY BE TAKEN AT THE PROJECT LOCATION IN LIEU OF AT THE ASPHALT PLANT AS SPECIFIED. RESULTS MUST BE PROVIDED TO THE COUNTY WITHIN ONE WEEK AFTER THE COMPLETION OF PAVING.
3. PAVEMENT SURFACE SHALL MEET ALL REQUIREMENTS SPECIFIED IN SECTION 330-12 (2010).
4. QUALITY CONTROL CORE BORINGS SHALL BE OBTAINED FOR THICKNESS TESTING USING SECTION 334-5.2.3 (2010).
5. THE CONTRACTOR SHALL PROVIDE QUALITY CONTROL SURFACE TOLERANCE TESTING FOR ROADWAYS WITH DESIGN SPEEDS OF 35 MPH OR GREATER IN ACCORDANCE WITH SECTION 330-12 (2010).

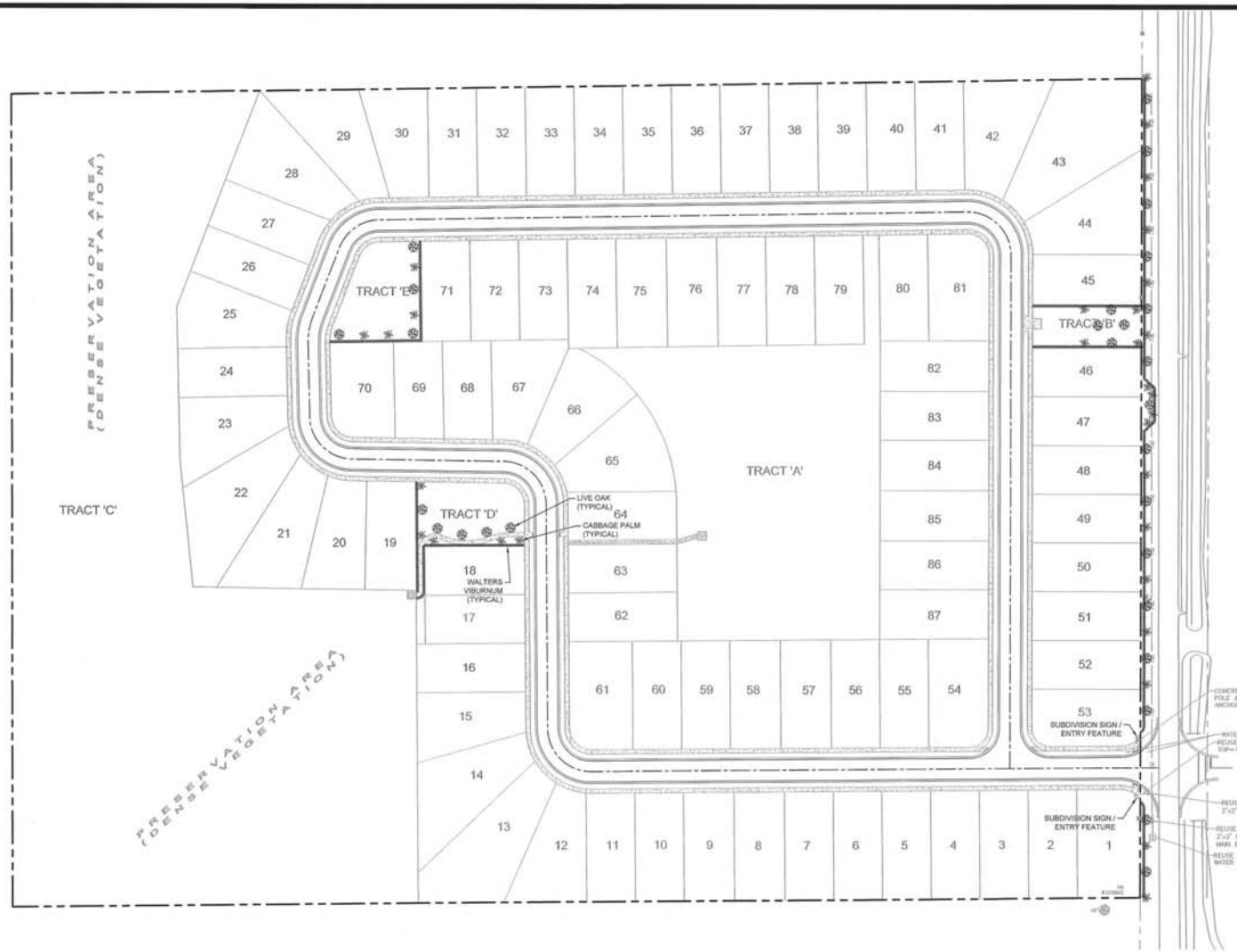
FOR SUPERPAVE FRICTION COURSES FC-9.5 & FC-12.5 AS SPECIFIED IN THE 2010 FDOT STANDARD SPECIFICATIONS:

1. THE CONTRACTOR SHALL PROVIDE AN FDOT APPROVED DESIGN MIX, APPROVED BY THE ENGINEER OF RECORD FOR THE PROJECT, TO PUBLIC WORKS ENGINEERING FIVE BUSINESS DAYS PRIOR TO PAVING. THE MIX DESIGN SHALL MEET FDOT MINIMUM REQUIREMENTS AS OUTLINED IN SECTION 337-4 (2010). DESIGN MIXES BY FDOT CERTIFIED MIX DESIGNERS THAT ARE NOT FDOT APPROVED WILL NOT BE ACCEPTED.
2. THE CONTRACTOR SHALL PROVIDE GRADATION AND BINDER CONTENT TESTING IN ACCORDANCE WITH SECTION 337-5 & 337-6 (2010). THE SAMPLE(S) MAY BE TAKEN AT THE PROJECT LOCATION IN LIEU OF AT THE ASPHALT PLANT, AS SPECIFIED. RESULTS MUST BE PROVIDED TO THE COUNTY WITHIN ONE WEEK AFTER THE COMPLETION OF PAVING.
3. THE CONTRACTOR SHALL PROVIDE QUALITY CONTROL, DENSITY, AND THICKNESS TESTING IN ACCORDANCE WITH SECTIONS 337-1, 337-3, 337-4, 337-6, 337-8, AND 334-5.2.3 (2010).
4. ASPHALT TESTING RESULTS FOR EACH CORE TAKEN ARE REVIEWED ON AN INDIVIDUAL BASIS FOR THICKNESS AND DENSITY. THICKNESS AND DENSITY AVERAGES, AS NOTED IN TABLE 334-5, NOTE 2, OF SECTION 334-5 (2010) WILL NOT ACCEPTED. NO UNDER TOLERANCE FOR THE THICKNESS OF EACH ASPHALT CORE WILL BE ALLOWED.
5. PAVEMENT SURFACE SHALL MEET ALL REQUIREMENTS SPECIFIED IN SECTION 330-12 (2010).
6. THE CONTRACTOR SHALL PROVIDE QUALITY CONTROL SURFACE TOLERANCE TESTING FOR ROADWAYS WITH DESIGN SPEEDS OF 35 MPH OR GREATER IN ACCORDANCE WITH 330-12 (2010).

CONCRETE BOX CULVERT NOTES

1. ALL CONSTRUCTION SHALL COMPLY WITH FDOT DESIGN STANDARDS (LATEST EDITION), FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), AND BREVARD COUNTY STANDARDS.
2. PRIOR TO START OF CONSTRUCTION, THE SITE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING STRUCTURAL ENGINEERING DRAWINGS (SIGNED & SEALED BY A PROFESSIONAL ENGINEER LICENSED & REGISTERED IN THE STATE OF FLORIDA) FOR ALL COMPONENTS OF THE CONCRETE BOX CULVERTS, INCLUDING WINGWALLS, TOE SLAB & CUTOFF WALLS, AND HEADWALLS. THE DRAWINGS SHALL INCLUDE QUANTITIES TABULATIONS FOR CLASS IV CONCRETE (CUBIC YARDS), AND REINFORCING STEEL (POUNDS). THE DESIGN MUST BE BASED ON FDOT'S LOAD & RESISTANCE FACTOR DESIGN (LRFD) PROGRAM. SEPARATE DRAWINGS ARE REQUIRED FOR ALL WINGWALLS, TOE SLABS & CUTOFF WALLS, AND HEADWALLS, WHICH MUST BE CAST-IN-PLACE PER FDOT SPECIFICATIONS.
3. ALL BOX CULVERT MATERIALS THAT ARE TO BE INSTALLED UNDER ROADWAYS AND/OR DRIVEWAYS ARE TO BE DELIVERED TO SITE (AND PASS INITIAL INSPECTIONS) PRIOR TO START OF DEMOLITION OF EXISTING SYSTEM.
4. CONCRETE (PRECAST OR CAST-IN-PLACE) REQUIREMENTS: CLASS IV (5500 PSI).
5. REINFORCING STEEL REQUIREMENTS: ASTM A615 GRADE 60 DEFORMED BAR UNLESS OTHERWISE NOTED, WITH A MINIMUM CLEARANCE OF 3" (THREE INCHES), UNLESS OTHERWISE SHOWN. EQUAL AREA SUBSTITUTION OF WELDED WIRE (WWR) REINFORCEMENT IS PERMITTED.
6. REFER TO FDOT INDEX 292 FOR PRECAST CONCRETE BOX CULVERT SLAB & WALL THICKNESSES, REINFORCEMENT AREAS, GENERAL NOTES (SHEET 2 OF 14), AND WELDED WIRE REINFORCEMENT BENDING DIAGRAMS (SHEET 14 OF 14).
7. REFER TO FDOT INDEX 289 FOR CONCRETE BOX CULVERT DETAILS RELATED TO LRFD.
8. REFER TO FDOT INDEX 291 FOR SUPPLEMENTAL DETAILS FOR PRECAST CONCRETE BOX CULVERTS.
9. IF REQUIRED, BY-PASS PUMPING AND/OR PIPING SHALL BE APPROVED BY BREVARD COUNTY PUBLIC WORKS PRIOR TO THE START OF CONSTRUCTION.

PROJECT NAME,DWG DESIGNED/DRAWN BY: JB CHECKED BY: RBS	DATE: REVISION: BY: 1. 2. 3. 4.	PREPARED BY: PUBLIC WORKS DEPARTMENT ENGINEERING PROGRAM BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS 2725 JUDGE FRAN JAMIESON WAY, RM. 204, BLDG. A, VIERA, FL 32940 Ph. (321) 637-5437, Fx. (321) 633-2083		DATE: OCTOBER 2012	APPROVED BY: RICHARD B. SZPYRKA, P.E. ENGINEERING PROGRAM MANAGER	BREVARD COUNTY PUBLIC WORKS ENGINEERING STANDARD DEVELOPMENT NOTES	SHEET C-23 23 OF 24



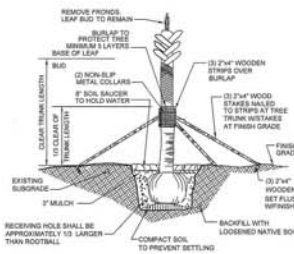


GRAPHIC SCALE

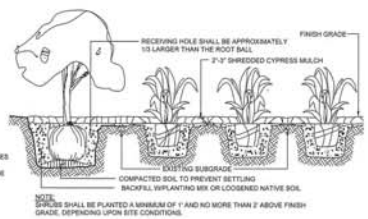
(IN FEET)
1 inch = 60 ft.

LANDSCAPE SPECIFICATIONS:

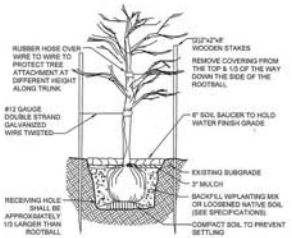
1. ALL LANDSCAPED AREAS TO BE IRRIGATED WITH 100% COVERAGE WITH AN AUTOMATIC IRRIGATION SYSTEM. THE METHOD OF IRRIGATION FOR PLANTS ON THIS SITE WILL BE WELL WATER IRRIGATION.
2. ANY STATE AND FEDERAL PERMITS THAT MAY BE REQUIRED AS A RESULT OF LAND CLEARING AND LANDSCAPING ACTIVITIES ARE THE RESPONSIBILITY OF THE OWNER OR DESIGNEE.
3. CONTRACTOR IS TO REMOVE ALL EXISTING VEGETATIVE COVER AND ANY DELETERIOUS MATERIALS FOUND IN THE EXISTING SOIL IN ANY PLANTING OR SOD AREA.
4. CONTRACTOR IS TO AMEND THE PH OF THE ROUGH GRADE SOIL IN SOD AREAS. CONTRACTOR IS TO ADD SULFUR AT A RATE OF ONE POUND OF SULFUR PER 100 SQ. FT., OR AS DIRECTED BY THE ENGINEER OR OWNER'S REPRESENTATIVE.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS AND THE LOCATIONS OF ALL UTILITIES.
6. CONTRACTOR IS TO PROVIDE IMPORTED ORGANIC SOIL FOR FILL AND FOR BACKFILLING OF PLANTS IN ALL AREAS. ORGANIC SOIL IS TO BE A FLORIDA PEAT EXCAVATED FROM A NATURALLY WELL DRAINED SITE AND TO A DEPTH OF NO MORE THAN 12 INCHES FROM GRADE. DO NOT OBTAIN FROM BOGS OR MARSHES. OBTAIN ORGANIC SOIL FROM A STATE CERTIFIED SOIL SUPPLIER.
7. ANY FILL REQUIRED FOR LANDSCAPED AREAS, BESIDES THE SPECIFIED ORGANIC SOIL, IS TO BE SAND, 'SW' OR 'SP' GRADE IN THE UNIFIED SYSTEM.
8. IN ALL PLANT BEDS, A 2" DEEP LAYER OF ORGANIC SOIL IS TO BE SPREAD AND MIXED WITH THE TOP 2" OF SAND. AFTER THIS MIXING, AN ADDITIONAL 2" LAYER OF SOIL IS TO BE SPREAD. AFTER PLANTING, A 3" DEPTH OF MULCH IS TO BE ADDED SO THAT AFTER COMPACTION THE TOP OF THE MULCH LAYER IS 1" BELOW TOP OF SIDEWALK, CURB OR OTHER PAVEMENT.
9. IN ALL LANDSCAPED BEDS, CONTRACTOR IS TO INSTALL A FINISH GRADE WITH GENTLE (2-3%) SLOPE FROM CENTERLINE OF PLANTINGS DOWN TO BACK OF CURB OR SIDEWALK.
10. THE CONTRACTOR SHALL LOCATE ALL EXISTING OR PROPOSED UTILITIES PRIOR TO ANY EXCAVATION AND SHALL NOT PLANT ANY MATERIALS OR FINISH GRADE IN ANY LOCATION THAT WILL INTERFERE OR WILL GROW TO INTERFERE WITH THOSE FACILITIES. STAKE TREE LOCATIONS AND GET APPROVAL OF THE ENGINEER OR OWNER'S REPRESENTATIVE BEFORE PLANTING.
11. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING AND PROPOSED STORM DRAINAGE FACILITIES AND PATTERNS PRIOR TO ANY EXCAVATION AND SHALL NOT PLANT ANY MATERIALS OR FINISH GRADE THAT WILL DISRUPT THE INTENDED STORMWATER FACILITIES OR THE DRAINAGE PATTERNS.
12. ALL NEW PLANT MATERIALS SHALL BE FLORIDA #1 GRADE OR BETTER AS DEFINED IN GRADE STANDARDS FOR NURSERY PLANTS, 1998 REVISED EDITION, PUBLISHED BY FLORIDA DEPT. OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF PLANT INDUSTRY.
13. ALL PLANT MATERIALS SHALL BE INSTALLED WITH SOUND HORTICULTURAL PRACTICE. IN SOIL THAT IS SUITABLE FOR PLANT GROWTH, WITH ADEQUATE DRAINAGE, AND WITH SPECIFIED FERTILIZER AND SOIL AMENDMENTS. CONTRACTOR IS TO NOTIFY OWNER'S REPRESENTATIVE IF CONDITIONS ARE UNSUITABLE FOR PLANT GROWTH.
14. ALL TREES ARE TO BE PLANTED SO THAT THEIR CENTER POINT IS NO CLOSER THAN 2' FROM BACK OF CURB OR EDGE OF OTHER PAVEMENT OR UTILITY EQUIPMENT. ALL PLANTS ARE TO BE INSTALLED IN ACCORDANCE WITH SPECIFICATIONS FOR MINIMUM SPACING FROM STRUCTURES AND OTHER PLANTS. SEE PLANT SPACING DETAIL ON THIS SHEET. CONTRACTOR IS TO MAKE FIELD ADJUSTMENTS AS REQUIRED AND AS APPROVED BY THE ENGINEER OR OWNER'S REPRESENTATIVE.
15. ALL PLANT BEDS AND TREE HOLES ARE TO BE EXCAVATED TO A MINIMUM WIDTH OF 1/3 LARGER THAN THE ROOT BALL AND BACK-FILLED WITH A WELL BLENDED MIXTURE OF 33% IMPORTED ORGANIC SOIL AND 66% SAND. USE SAND FILL IF EXISTING SOIL IS NOT CLEAN NATIVE SAND THAT IS FREE FROM 1" OR LARGER ROCK, CONSTRUCTION DEBRIS OR OTHER EXTRANEOUS MATTER.
16. THE CONTRACTOR IS TO BE RESPONSIBLE FOR LANDSCAPE MAINTENANCE UNTIL 90 DAYS AFTER FINAL ACCEPTANCE. CONTRACTOR IS TO MAINTAIN ALL PLANTS AND SOD UNTIL FINAL ACCEPTANCE. THE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL, EQUIPMENT, AND WORKMANSHIP FOR TWO YEARS AFTER FINAL APPROVAL.
17. UPON FINAL INSPECTION, ANY PLANT THAT APPEARS TO BE DAMAGED OR IN SHOCK SO THAT IT IS NO LONGER FLORIDA GRADE #1 WILL BE REMOVED AND REPLACED WITH A HEALTHY PLANT OF THE SAME SPECIFIED TYPE AND SIZE.
18. IN ALL SOD AREAS, A 2" DEPTH LAYER OF ORGANIC SOIL IS TO BE SPREAD AND MIXED WITH THE TOP 4" DEPTH OF ROUGH GRADE. AFTER THIS MIXING, AN ADDITIONAL 2" LAYER OF SOIL IS TO BE SPREAD AS REQUIRED TO ACHIEVE FINISH GRADE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OR OWNER'S REPRESENTATIVE A MINIMUM OF 24 HOURS PRIOR TO APPLYING SOD.
19. ALL LANDSCAPING TO BE PLACED A MINIMUM 2' FROM BACK OF CURBING.
20. LANDSCAPING OR ANY OTHER OBSTRUCTION SHALL NOT BE LOCATED WITHIN 7.5' TO THE FRONT AND SIDES OR 4.5 FEET TO THE REAR OF ANY FIRE HYDRANT OR ANY FIRE DEPARTMENT CONNECTION.



PALM TREE PLANTING/STAKING DETAIL
N.T.S



SHRUB/GROUND COVER PLANTING DETAIL
N.T.S



SMALL TREE PLANTING/STAKING DETAIL
N.T.S

PLANT SCHEDULE

ABBREVIATION	QUANTITY TREES	SYMBOL	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS	NATIVE
QV	28 EA		QUERCUS VIRGINIANA	LIVE OAK	12' TALL, 5'-0" SPREAD, 2.0" CALIPER	YES
SP	30 EA		SABAL PALMETTO	CABBAGE PALM	10' CLEAR TRUNK	YES
VV	592 EA		VIBURNUM OBOVATUM	WALTERS VIBURNUM	MIN. 2' HT., MAX. 3' HEIGHT. PLANT @ 3' O.C. 3 GAL.	YES

REVISION		Date
4	PER CITY OF COCOA COMMENTS 12/21/18	
3		
2	PER S.JRWMD COMMENTS 10/2/18	
1		
	Designed: AHK	Date: 9/27/2018
	Drawn: DRD	Date: 9/27/2018
	Checked: AHK	Date: 9/27/2018

LAKESIDE PALMS WEST
COCOA, FL

LANDSCAPE PLAN

MORGAN & Associates
Consulting Engineers, Inc.
Civil Engineers and Land Surveyors - E.B. # 7903 / L.B. #7040
504 North Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-6888 Fax (321) 751-6889

Project #: 2018-03
Drawing #: WEST
Scale:
Horiz. 1"=60'
Vert. N/A
Sheet #:
C-24
Sheet 24 of 24

Steven J. Morgan P.E. FL. Reg. #39023
Andreas H. Kirbach P.E. FL Reg. #49411
Date:

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Geosyntec consultants

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Winter Springs, FL 32708
PH 407.321.7030
www.geosyntec.com

1 February 2019

Ms. Nancy Bunt
Director, Co□□unity Services
City o□Cocoa, FL
65 Stone Street
Cocoa, FL 32922

Subject: **Floodplain Management Review of Lakeside Palms West Construction Documents**
City of Cocoa, FL

Dear Ms. Bunt,

Geosyntec Consultants (Geosyntec) has co□□leted our revie□ o□the co□□ents res□onses and additional in□or□ation □rovided by Morgan & Associates, Inc. concerning co□□liance □ith the City o□Cocoa's (City) Flood Da□age Prevention Code (Sec. 6-300 to Sec. 6-380).

The □ollo□ing additional docu□ents □ere revie□ed:

- La□eside Pal□s □ est Boundary & To□ogra□hic Survey, March 2, 2018 (Revised January 29, 2019)
- La□eside Pal□s □ est Co□□ents Res□onse Letter, January 30, 2019
- La□eside Pal□s □ est Subdivision Flood□lain Manage□ent Revie□ Technical Me□orandu□, January 31, 2019

Our initial revie□ co□□ents sent on January 28, 2019 are attached to this letter. Our □inal co□□ents related to revie□ o□the □ro□osed □ro□ect construction docu□ents and the additional docu□ents reference above relative to compliance with the City's Flood Damage Prevention Code are provided belo□. No additional res□onses □ro□ the a□□licant are needed.

1. The boundary and to□ogra□hic survey □ere u□dated □ith the SFHA boundary. Based on the u□dated survey and the additional ex□lanation □rovided in the co□□ents res□onse letter, the □ro□osed □ro□ect is considered to be in co□□liance □ith Sec. 6-356 (1) of the City's code.
2. The additional ex□lanation □rovided in the technical □e□orandu□ is considered su□□icient to de□onstrate co□□liance □ith Sec. 6-330 of the City's code.
3. The hydrologic and hydraulic analysis □rovided in the technical □e□orandu□ indicates that the 100-year design stor□ runo□□volu□e ca□tured and re□oved □ro□ contributing to the □lood□lain is greater than the volu□e o□□ro□osed □ill. Based on this analysis, the a□□licant has stated that the □ro□ect □ill not i□□act the 100-year □lood□lain and base □lood elevation. The additional ex□lanation and analysis □rovided are considered su□□icient to de□onstrate co□□liance □ith Sec. 6-332 (2) of the City's code.
4. The additional ex□lanation □rovided in the co□□ent res□onse letter states the □er□its that are and are not needed □or this □ro□ect and □or co□□liance □ith Sec. 6-329 of the City's code. The

a□□licant antici□ates a□□roval o□an environ□ental resource □er□it □ro□ SJR□ MD □rior to co□□ence□ent o□the develo□□ent.

CLOSING

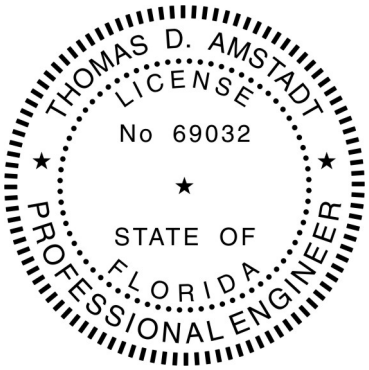
Geosyntec a□□reciates the o□□ortunity to □rovide consulting services to City o□Cocoa. Please do not hesitate to contact us □ith any □uestions or co□□ents related to the above co□□ents.

Res□ect□ully sub□itted,

Geosyntec Consultants, Inc.

To□ A□stadt, PE, CFM
Senior Engineer
ta□stadt□ geosyntec.co□
321-249-9361

Mar□Ellard, PE, CFM, D.□ RE, EN□ SP
Senior Princi□al
□ellard□ geosyntec.co□
321-249-9360



cc: Dodie Selig, Planning & □oning Manager

Geosyntec consultants

January 28, 2019 Review Comments

Geosyntec consultants

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28 January 2019

Ms. Nancy Bunt
Director, Co□□unity Services
City o□Cocoa, FL
65 Stone Street
Cocoa, FL 32922

Subject: Floodplain Management Review of Lakeside Palms West Construction Documents
City of Cocoa, FL

Dear Ms. Bunt,

Geosyntec Consultants (Geosyntec) has co□□leted our initial revie□ o□the □ro□osed La□eside Pal□s □ est construction docu□ents concerning co□□liance □ith the City o□Cocoa's (City) Flood Da□age Prevention Code (Sec. 6-300 to Sec. 6-380).

The □ollo□ing docu□ents □ere revie□ed:

- La□eside Pal□s □ est Construction Plans, Nove□ber 9, 2018
- La□eside Pal□s □ est Survey Plat, March 2, 2018
- La□eside Pal□s □ est Boundary & To□ogra□hic Survey, March 2, 2018

Based on revie□ of the Federal Emergency Management Agency's (FEMA) effective Flood Insurance Rate Ma□(FIRM), Ma□Nu□ber 12009C0425G, revised March 17, 2014, nearly all the □ro□osed site is □ithin a 'Zone AE' special flood hazard area (SFHA) associated □ith the St. John's River, □ith a base □lood elevation (BFE) o□17 □eet (NA□D88).

Co□□ents related to revie□ o□ the □ro□osed □ro□ect docu□ents re□erenced above relative to co□□liance with the City's Flood Damage Prevention Code are □rovided belo□.

1. The SFHA boundary is not sho□n on the □rovided subdivision □lat. Per Sec. 6-356 (1) o□the City's code "Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats".
2. The □rovided docu□entation does not include su□□icient in□or□ation to ascertain co□□liance □ith the Flood Da□age Prevention Ordinance. The a□□licant should re□er to Sec. 6-330 o□the City's code for the information required for development within flood hazard areas.
3. The a□□licant should □rovide docu□entation that de□onstrates co□□liance □ith Sec. 6-332 (2) of the City's code. Relevant text is co□ied belo□:

   For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the flood insurance study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community.

4. The a□□licant should ac□uire other □er□its re□uired by Sec. 6-329 of the City's code prior to co□□ence□ent o□the develo□□ent.

CLOSING

Geosyntec a□□reciates the o□□ortunity to □rovide consulting services to City o□Cocoa. Please do not hesitate to contact us □ith any □uestions or co□□ents related to the above co□□ents.

Res□ect□ully sub□itted,

Geosyntec Consultants, Inc.

To□ A□stadt, PE, CFM
Senior Engineer
ta□stadt□ geosyntec.co□
321-249-9361

Mar□Ellard, PE, CFM, D.□ RE, EN□ SP
Senior Princi□al
□ellard□ geosyntec.co□
321-249-9360

THOMAS D. AMSTADT
LICENSE
No 69032
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

cc: Dodie Selig, Planning & □oning Manager

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0003260828
Pymt Method Invoice
Net Amt: $266.18

Run Times: 1

No. of Affidavits: 1

Run Dates: 11/21/18

Text of Ad:

AD#3260828, 11/21/2018
CITY OF COCOA
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING
BOARD/LOCAL PLANNING AGENCY
AND THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER THE
FOLLOWING:

A. APPROVAL OF A PRELIMINARY SUBDIVISION (London Cove) consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code. The property owner desires to develop the existing vacant site as a mixed residential/commercial project, containing 6 commercial parcels along SR524 and a single parcel for future residential development to the south. The subject property is located on the south side of SR 524, immediately west of the Cocoa Commons shopping center and across from London Blvd., and contains +/- 21 acres. The property is identified by Parcel #'s: 24-36-18-00-502 and 24-36-18-00-500.1.

B. APPROVAL OF A PRELIMINARY SUBDIVISION (The Cottages) consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code. The property owner desires to construct 18 townhomes on three (3) parcels of land (Parcel #'s: 24-36-33-80-20-5, 24-36-33-80-20-4, and 24-36-33-80-20-2) totaling 1.03 acres and located on the north side of Rosa L. Jones Drive between Florida Avenue and John Garren Lane.

C. APPROVAL OF A DEVELOPMENT AGREEMENT / PRELIMINARY SUBDIVISION / LARGE SCALE SITE PLAN (Lakeside Palms West) consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code. The property owner desires to develop the existing vacant site as a single family subdivision project containing 87 residential lots. A rezone from RU-1-7 to RU-2-15 for this project will also be considered at the same hearings, which was separately advertised. The subject property is located on the west side of Clearlake Road, approximately 0.25 miles south of State Road 520 (West King Street) and contains +/- 27.62 acres. The property is identified by Parcel #: 24-36-31-00-750.

PLANNING & ZONING BOARD/ LOCAL
PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON
DECEMBER 5, 2018
AT 6:00 P.M. OR SOON THEREAFTER IN
THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

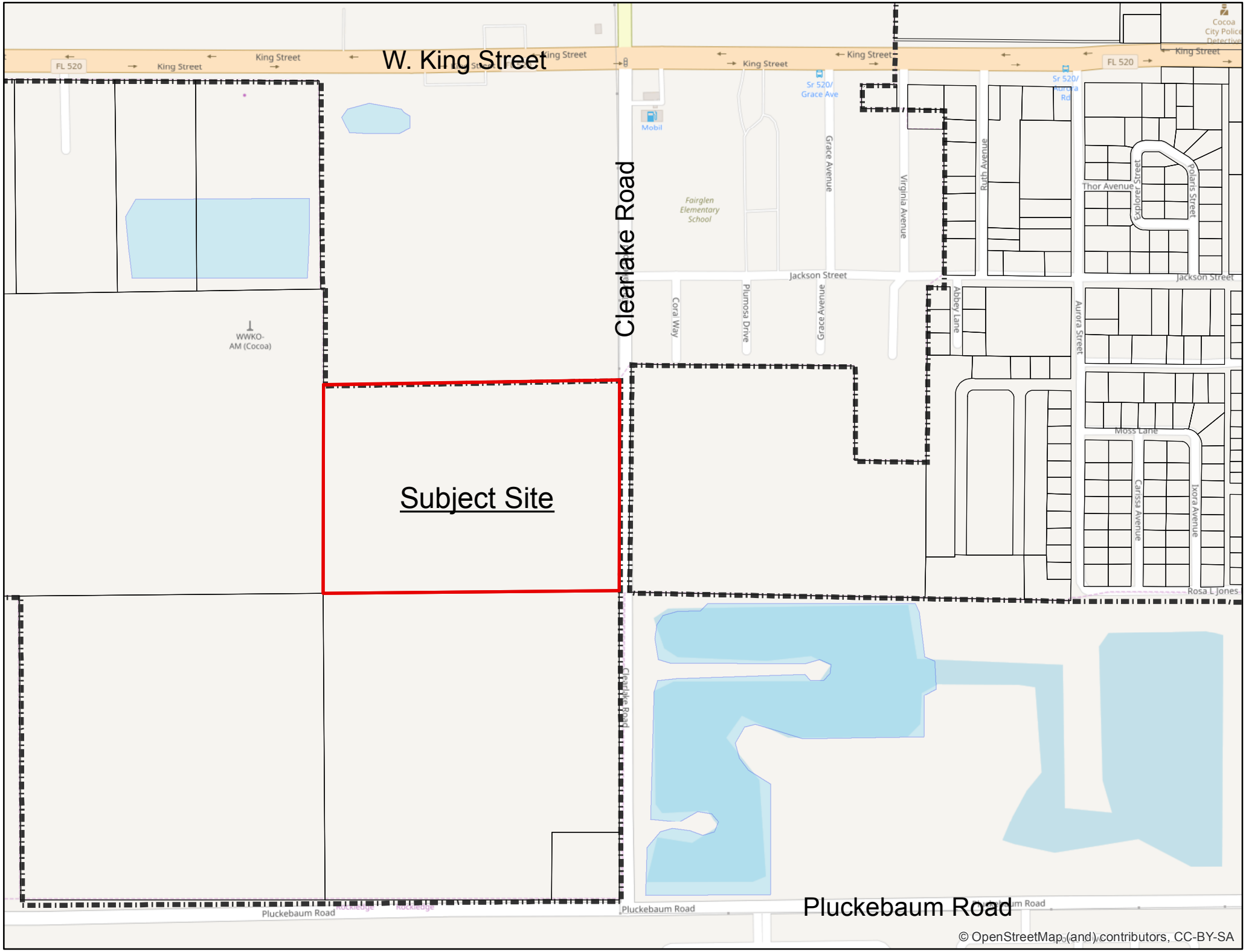
CITY COUNCIL WILL CONSIDER THESE
ITEMS ON
DECEMBER 12, 2018
AT 6:00 P.M. OR SOON THEREAFTER IN
THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they 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, which record includes the testimony and evidence upon which the appeal is to be based. The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Information pertaining to the above may be inspected at the Planning & Zoning Division beginning the Friday before the meeting, between 8:00 a.m. and

5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

The facility where this public hearing will be held is accessible to the physically handicapped. SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.



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Legislation Details (With Text)

File #:	19-47	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Public Hearing
File created:	2/1/2019			**In control:**	City Council
On agenda:	2/13/2019			**Final action:**	
Title:	Approve a Resolution of Intent, inclusive of Exhibit “B” Legal Description of Incorporate Cocoa City Boundaries, to allow the use of the “Uniform Method of Collecting Non-Ad Valorem Special Assessment”, for the continuing costs of providing Stormwater Services and Capital Projects, commencing Fiscal Year 2020, and to Approve the City Manager’s authority to negotiate with the Property Appraiser’s Office the Agreement of this Collection Method. This Public Hearing was advertised in the Florida Today Newspaper for four consecutive weeks, in accordance with Florida Statutes 197.3632. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	HEARING NOTICENOTICE OF INTENTOrderConf.pdf Resolution No. 2019-008 Electing Uniform Method to Levy Stormwater Assessment.pdf Resolution No. 2019-008 EXHIBIT A Public Notice.pdf Resolution No. 2019-008 Exhibit B Legal Description of City of Cocoa.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 1, 2019
Agenda Date: February 13, 2019
Prepared By: Lora Howell. Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Approve a Resolution of Intent, inclusive of Exhibit “B” Legal Description of Incorporate Cocoa City Boundaries, to allow the use of the “Uniform Method of Collecting Non-Ad Valorem Special Assessment”, for the continuing costs of providing Stormwater Services and Capital Projects, commencing Fiscal Year 2020, and to Approve the City Manager’s authority to negotiate with the Property Appraiser’s Office the Agreement of this Collection Method. This Public Hearing was advertised in the Florida Today Newspaper for four consecutive weeks, in accordance with Florida Statutes 197.3632.

BACKGROUND:

In 1992 the City of Cocoa established a Stormwater Fee (City Ordinance Sec. 22-85) for all parcels located inside the city limits, with the intent of providing a dedicated funding source for the Stormwater Utility’s construction projects and routine maintenance. The Stormwater Fee design, includes a fee for developed properties as well as a separate fee for undisturbed developable properties. Currently, developed properties are billed monthly on active utility accounts, and the rate

is adjusted annually in accordance with Resolution 2008-66. Undisturbed developable properties bill annually to the owner of the parcel on a separate utility bill. These undisturbed property fees have not increased since 1992.

Each year the Utility Support Services staff, must manually review each undisturbed developable parcel within the Brevard County Property Appraisers website for possible changes in ownership, mailing addresses, parcel size, as well as possible changes in development status. When changes in parcel development are identified, Utility Support Services submits a request to the Public Works Department for evaluation or recalculation of the impervious/pervious square footage. This process is labor intensive, which takes months to accomplish as there is no automation between the Property Appraisers Data and the Utility Billing System Software.

In addition to lack of automation while updating parcel information between the utility software and Property Appraisers data, there are several other challenges faced with the collection of Stormwater revenue on a utility account. While although the Stormwater Utility provides essential Stormwater services throughout the City of Cocoa, each year there are approximately 300 utility accounts in “inactive status” for one or more billing cycle in a 12-month period. These vacancies are due to a variety of reasons, however since there is no active utility account in which to bill Stormwater, these locations are not contributing to the cost of maintaining the utility, creating an inequity of funding between parcels. Furthermore, within the billing software, the Stormwater Utility has billed, but uncollected debt, of approximately $169,000 since 1992.

On January 23, 2019 City Council approved a Task Order with Mead and Hunt to provide engineering services related to a Stormwater 10-Year Working Capital Plan, and also an agreement with Stantec Consulting Services to develop a 10-Year Financial Plan/Rate Design, for the Stormwater Utility. Both projects are necessary to ensure that the Stormwater rate development provides sufficient levels of coverage for all Stormwater utilities operations, maintenance, capital costs and regulatory changes, and to maintain a sufficient level in the reserves fund. Both the Capital Plan and Financial Plan are projected to take approximately four months to complete, and will be presented to City Council for approval.

In conjunction with both Capital and Financial Plans, City Staff is recommending at tonight’s Public Hearing, that City Council approve the Resolution of Intent, changing the current method of collection of Stormwater Fees through the utility bills, to the “Uniform Method of Collection, Non-Ad Valorem Special Assessment”, to be billed and collected annually by mutual agreement between the Brevard County Property Appraiser’s Office, the Brevard County Tax Collector’s Office, and the City of Cocoa, beginning calendar year 2020. Should City Council approve the Resolution of Intent, for the Uniform Method of Collection, the Stormwater Fees on all utility accounts within Cocoa’s city limits, would become inactive and the collection of the fees on all monthly utility bills would cease December 31, 2019.

Using the annual Uniform Method of Collection for all parcels located within the city limits, will ensure that the proper rates are billed and collected for each parcel, regardless of its current occupancy status. The funding of future maintenance costs as well as capital projects within the Stormwater Utility would be uniformly applied by parcel, thus correcting the inconsistencies created by billing the Stormwater Fee on utility accounts, and further bridge the gap, between the revenues collected and the expense of providing essential Stormwater services.

This Public Hearing was advertised for four consecutive weeks in accordance with Florida Statues 197.3632, on the dates of January 18th, January 25th, February 1st and February 8th. For further reference, in addition to Brevard County Government, municipalities within Brevard County which have already successfully implemented this method of collection are: City of Titusville, City of Palm Bay, City of Melbourne Beach, City of Satellite Beach, City of Melbourne and City of Indian Harbor Beach.

STRATEGIC PLAN CONNECTION:

Develop a financially sustainable method of collection, to ensure the City of Cocoa's Stormwater Utility has sufficient revenues, to maintain and implement critical Stormwater infrastructure projects and to allow environmental regulations and mandates be adequately funded.

BUDGETARY IMPACT:

The Stormwater Revenue Sufficiency Report and the newly developed rate design, will be submitted at a later date by City Staff and our Consultant Stantec, to City Council for approval. This new rate design and sufficiency report will include Mead and Hunts 10-Year Capital Plan.

PREVIOUS ACTION:

RECOMMENDED MOTION:

Approve a Resolution of Intent, inclusive of Exhibit "B" Legal Description of Incorporate Cocoa City Boundaries, to allow the use of the "Uniform Method of Collecting Non-Ad Valorem Special Assessment", for the continuing costs of providing Stormwater Services and Capital Projects, commencing Fiscal Year 2020, and to Approve the City Manager's authority to negotiate with the Property Appraiser's Office the Agreement of this Collection Method. This Public Hearing was advertised in the Florida Today Newspaper for four consecutive weeks, in accordance with Florida Statutes 197.3632.

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(For Info Only - NOT A BILL)

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0003341223
Pymt Method Invoice
Net Amt: $516.67

Run Times: 4

No. of Affidavits: 1

Run Dates: 01/18/19, 01/25/19, 02/01/19, 02/08/19

Text of Ad:

AD#3341223, 1/18, 1/25, 2/1, 2/8/2019
EXHIBIT A
(HEARING NOTICE)

NOTICE OF INTENT TO USE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS

The City of Cocoa, Florida (the "City") hereby provides notice, pursuant to section 197.3632(3)(a). Florida Statutes, and the Florida Municipal Home Rule Powers Act, of its intent to use the uniform method of collecting non-ad valorem special assessment to be levied within the incorporated area of the City, for the cost of continuing to provide storm water services within the incorporated area of the City, commencing for the Fiscal Year beginning on October 1, 2019. The City will consider the adoption of a resolution electing to use the uniform method of collecting such assessments authorized by section 197.3632, Florida Statutes, at a public hearing to be held at 6:00 p.m. on February 13, 2019 at City Hall, City Council Chambers, located at 65 Stone Street, Cocoa, Florida 32922. Such resolution will state the need for the levy and will contain a legal description of the boundaries of the real property subject to the levy. Copies of the proposed form of resolution, which contains the legal description of the real property subject to the levy, are on file at the Office of the City Clerk, 65 Stone Street, Cocoa, Florida. All interested persons are invited to attend the public meeting.
In the event any person decides to appeal any decision by the City with respect to any matter relating to the consideration of the resolution at the above-referenced public hearing, a record of the proceeding may be needed, and in such an event, such person may need to ensure that a verbatim record of the public hearing is made, which record includes the testimony and evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk at 321-433-8484 7 days prior to the date of the hearing.

By Order of:
Carie Shealy, MMC, City Clerk
CITY OF COCOA, FLORIDA
Dated this 15th day of January 2019

RESOLUTION NO. 2019-008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS WITHIN THE INCORPORATED AREA OF THE CITY OF COCOA RELATED TO STORMWATER; STATING THE NEED FOR SUCH LEVY; PROVIDING A LEGAL DESCRIPTION OF THE INCORPORATED AREA OF THE CITY OF COCOA; PROVIDING FOR THE MAILING OF THIS RESOLUTION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City o Cocoa, Florida (the "City") is conte lating the i osition o s ecial assess ents or the rovision o stor ater services and

WHEREAS, the City intends to use the uni or ethod or collecting non-ad valore s ecial assess ents or the cost o continuing to rovide stor ater services ithin the incor orated area o the City as authori ed by Section 197.3632, Florida Statutes, as a ended, because this ethod ill allo such s ecial assess ents to be collected annually co encing in Nove ber 2019, in the sa e anner as rovided or ad valore taxes and

WHEREAS, the City held a duly advertised ublic hearing rior to the ado tion o this Resolution, roo o ublication o such hearing being attached hereto as **EXHIBIT "A,"** hich is dee ed incor orated herein by this re erence and

WHEREAS, the City Council dee s it to be in the best interest o the City o Cocoa to a rove this Resolution.

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

SECTION 1. Co encing ith the Fiscal Year beginning on October 1, 2019, and ith the tax state ent ailed or such Fiscal Year, the City intends to use the uni or ethod o collecting non-ad valore assess ents authori ed in Section 197.3632, Florida Statutes, as a ended, or collecting non-ad valore assess ents or the cost o continuing to rovide stor ater services ithin the incor orated area o the City o Cocoa, Florida, as said area ay be a ended in the uture by la . A legal descri tion o the current incor orated area sub ect to the assess ent is attached hereto as **EXHIBIT "B,"** hich is incor orated herein by this re erence.

SECTION 2. The City hereby deter ines that the levy o the assess ents is needed to continue to und the rovision o stor ater services ithin the incor orated area o the City o Cocoa, Florida.

SECTION 3. □□on ado□tion and execution o□this Resolution, the City Cler□ is hereby directed to send a co□y o□this Resolution by □nited States □ail to the Florida De□art□ent o□Revenue, the Brevard County Tax Collector, and the Brevard County Pro□erty A□□raiser □ithin three (3) business days, but in no case later than March 10, 2019.

SECTION 4. All □rior resolutions or □rior resolutions inconsistent □ith this Resolution are hereby re□ealed to the extent o□the con□lict.

SECTION 5. This Resolution shall beco□e e□□ective i□□ediately u□on its ado□tion by the City Council o□the City o□Cocoa, Florida.

ADOPTED by the City Council o□the City o□Cocoa, Florida, in a regular □eeting asse□bled on February 13, □□□2019.

Ja□e □illia□s, Jr., Mayor

ATTEST:

□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□

Carie Shealy, MMC, City Cler□

EXHIBIT A
(HEARING NOTICE)

NOTICE OF INTENT TO USE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS

The City o□Cocoa, Florida (the "City") hereby □rovides notice, □ursuant to section 197.3632(3)(a). Florida Statutes, and the Florida Munici□al Ho□e Rule Po□ers Act, o□its intent to use the uni□or□ □ethod o□collecting non-ad valore□ s□ecial assess□ent to be levied □ithin the incor□orated area o□the City, □or the cost o□continuing to □rovide stor□□ater services □ithin the incor□orated area o□the City, co□□encing □or the Fiscal Year beginning on October 1, 2019. The City □ill consider the ado□tion o□a resolution electing to use the uni□or□ □ethod o□collecting such assess□ents authori□ed by section 197.3632, Florida Statutes, at a □ublic hearing to be held at 6:00 □.□. on February 13, 2019 at City Hall, City Council Cha□bers, located at 65 Stone Street, Cocoa, Florida 32922. Such resolution □ill state the need □or the levy and □ill contain a legal descri□tion o□the boundaries o□the real □ro□erty sub□ect to the levy. Co□ies o□the □ro□osed □or□ o□resolution, □hich contains the legal descri□tion o□the real □ro□erty sub□ect to the levy, are on □ile at the O□□ice o□the City Cler□, 65 Stone Street, Cocoa, Florida. All interested □ersons are invited to attend the □ublic □eeting.

In the event any □erson decides to a□□eal any decision by the City □ith res□ect to any □atter relating to the consideration o□the resolution at the above-re□erenced □ublic hearing, a record o□the □roceeding □ay be needed, and in such an event, such □erson □ay need to ensure that a verbati□ record o□the □ublic hearing is □ade, □hich record includes the testi□ony and evidence on □hich the a□□eal is to be based. In accordance □ith the A□ericans □ith Disabilities Act, □ersons needing a s□ecial acco□□odation or an inter□reter to □arti□ate in this □roceeding should contact the City Cler□ at 321-433-8484 7 days □rior to the date o□the hearing.

By Order o□: Carrie Shealy, MMC, City Cler□
CITY OF COCOA, FLORIDA
Dated this □□□□□□day o□January 2019

NOTE to City Clerk: To be □ublished in the □□□□□□□□□□□□□□□□□□□□□□□(Ne□s□a□er) □or □our consecutive □ee□s □receding the a□ore□entioned hearing on the □ollo□ing dates:
□□□□□□□□□□□□□□□□□□□, □□□□□□□□□□□□□□□□□□□, □□□□□□□□□□□□□□□□□□□, □□□□□□□□□□□□□□□□□□□□

EXHIBIT "B"

Legal Description of Incorporated City of Cocoa

Cocoa City Charter, Section 1. - City established; boundaries described.

A □ □nici□al cor□oration □nder and □□ the na□ e of the Cit□ of Cocoa, hereinafter called the cit□, is here□□ created, organized, and constit□ted in Brevard Co□nt□, which said cit□ shall e□ □race, incl□de, and have j□risdiction over all that territor□ in said co□nt□ as descri□ed in the Attach□ ent hereto, s□ch Attach□ ent □eing incor□orated into this Charter.

Cocoa Corporate Limits Defined:

The Cit□ of Cocoa shall e□ □race and incl□de the following territor□ in Brevard Co□nt□, Florida:

Beginning in the waters of the Indian River at the So□theast corner of Govern□ ent Lot Three (3), Section Thirt□-Three (33), Townshi□ Twent□-Fo□r (24) So□th, Range Thirt□-Six (36) East, Brevard Co□nt□, Florida□thence West along the So□th line of said Govern□ ent Lot Three (3) to the So□thwest corner thereof□thence contin□e West along the So□th line of the Northwest □□arter (NW□) of the So□theast □□arter (SE□) of said Section 33 to the West right-of-wa□ line of Old U.S. Highwa□ N□□ □er One□thence So□th along said West right-of-wa□ line of U.S. Highwa□ No. One to a □oint eight□ and no h□ndredths (80.00) feet So□th and □er□endic□lar to the So□th line of said Northwest □□arter (NW□) of the So□theast □□arter of said Section Thirt□-Three (33)□thence West and □arallel to said So□th line of the Northwest □□arter (NW□) of the So□theast □□arter (SE□) of said Section Thirt□-Three (33) to the West right-of-wa□ line of H□ghlett Aven□e□thence North along said West right of wa□ line of H□ghlett Aven□e to the So□th line of the Northwest □□arter (NW□) of the So□theast □□arter (SE□) of said Section Thirt□-Three (33)□thence West along said So□th line of the Northwest □□arter (NW□) of the So□theast □□arter (SE□), and along the So□th line of the North half (N□) of the So□thwest □□arter (SW□) of said Section Thirt□-Three (33) to the West line thereof□thence contin□e West along the So□th line of the North half (N□) of the So□theast □□arter (SE□) of Section Thirt□-Two (32), Townshi□ Twent□-Fo□r (24) So□th, Range Thirt□-Six (36) East to the West line of said So□theast □□arter (SE□) of said Section Thirt□-Two (32)□thence contin□e West six h□ndred ninet□-one and ninet□-five h□ndredths (691.95) feet along the North line of the So□th half (S□) of the So□thwest □□arter (SW□) of said Section Thirt□-Two (32) to a □oint on the West right of wa□ line of A□rora Street□thence North along the West right of wa□ line of A□rora Street to the So□theast corner of Lot 11, Block "D" of PINEGROVE PARK, UNIT NO. 2, THIRD ADDITION, according to the □lat thereof recorded in Plat Book 19, Page 46 of the P□□lic Records of Brevard Co□nt□, Florida□thence West along the So□th line of aforesaid Lot 11, a distance of ninet□ seven and no h□ndredths (97.00) feet to the So□thwest corner thereof□thence North along the West line of aforesaid Lot 11, a distance of one h□ndred and ten and no h□ndredths (110.00) feet to the So□theast corner of Lot 23, Block "D" of aforesaid PINEGROVE PARK, UNIT NO. 2, THIRD ADDITION□thence West along the So□th line of Lot 23, Block "D" and along the So□th lines of Lots 9 and 12, a distance of fo□r h□ndred and no h□ndredths (400.00) feet to the West right-of-wa□ of Gardenia Aven□e□thence So□th along the West right-of-wa□ of Gardenia Aven□e, a distance of five and no h□ndredths (5.00) feet to the So□theast corner of Lot 16, Block "F" of PINEGROVE PARK, UNIT NO. 2, THIRD ADDITION□thence West along the So□th line of aforesaid Lot 16, a distance of one h□ndred twent□-eight and eight□-six h□ndredths (128.86) feet to a □oint on the West line of Block "F" of PINEGROVE PARK, UNIT NO. 2, THIRD ADDITION, according to the □lat thereof recorded in Plat Book 19, Page 46 of the P□□lic Records of Brevard Co□nt□, Florida□thence North along the West line of said Block "F" and the West line of COCOA VILLAGE SUBDIVISION, according to the □lat thereof recorded in Plat Book 18, Page 19 of the P□□lic Records of Brevard Co□nt□, Florida, a distance of eleven h□ndred eight□-three and sevent□-five h□ndredths (1,183.75) feet to the So□th right of wa□ line of Jackson Street□thence East along the So□th right of wa□ line of Jackson Street, a distance of six h□ndred eight□-six and nineteen h□ndredths (686.19) feet to the East right-of-wa□ line of A□rora Street□thence So□th along the East right of wa□ line of A□rora Street, a distance of five h□ndred and no h□ndredths (500.00) feet to a □oint which is on the North line of

Block "A," PINEGROVE PARK, UNIT NO. 2, FIRST ADDITION, as recorded in Plat Book 17, Page 88, P□□lic Records of Brevard Co□nt□, Florida□thence East along the North line of said Block "A," a distance of six h□ndred thirt□-one and twent□-nine h□ndredths (631.29) feet to the East line of the Northeast □□arter (NE□) of the So□thwest □□arter (SW□) of said section Thirt□-Two (32)□thence North along the East line of the aforesaid □□arter section and the East line of the So□theast □□arter (SE□) of the Northwest □□arter (NW□) of said Section thirt□-two (32), a distance of eleven h□ndred eight□ and ninet□-h□ndredths (1,180.90) feet to a □oint which is the Easterl□ □rojection of the So□th line of tract of land descri□ed in Deed Book 344, Page 182 of the P□□lic Records of Brevard Co□nt□, Florida□thence West along the afore□ entioned line, a distance of two h□ndred thirt□ and no h□ndredths (230.00) feet to a □oint which is the So□thwest corner of the tract of land descri□ed in Deed Book 344, Page 182□thence North along the West line of said descri□ed tract of land, as descri□ed in Deed Book 344, Page 182, P□□lic Records of Brevard Co□nt□, Florida, a distance of two h□ndred and no h□ndredths (200.00) feet to the So□th right of wa□ line of State Road 520□thence East along the So□th right-of-wa□ line of State Road 520, a distance of two h□ndred thirt□ and no h□ndredths (230.00) feet to the East line of the So□theast □□arter (SE□) of the Northwest □□arter (NW□) of said Section Thirt□-Two (32)□thence North along the East line of the So□theast □□arter (SE□) of the Northwest □□arter (NW□) of said Section Thirt□-Two (32) to the So□th line of Lots Nineteen (19), Twent□ (20) and Twent□-One (21) of BARLOW'S SUBDIVISION, according to the □lat thereof recorded in Plat Book 3, Page 5 of the P□□lic Records of Brevard Co□nt□, Florida□thence West along aforesaid So□th line of Lots Nineteen (19), Twent□ (20) and Twent□-One (21) to West □ro□ert□ line of aforesaid Lot Twent□-One (21)□thence North along the West □ro□ert□ line of aforesaid Lot Twent□-One (21) to the So□th right of wa□ of Lake Drive□thence So□theasterl□ along the So□th right of wa□ line of Lake Drive to the East line of the Northeast □□arter (NE□) of the Northwest □□arter (NW□) of said Section Thirt□-Two (32)□thence North along the East line of the Northeast □□arter (NE□) of the Northwest □□arter (NW□) of said Section Thirt□-Two (32) and the East line of the So□thwest □□arter (SW□) of Section Twent□-Nine (29), Townshi□ Twent□-Fo□r (24) So□th, Range Thirt□-Six (36) East to a □oint which is the So□theast corner of the North half (N□) of the Northeast □□arter (NE□) of the So□thwest □□arter (SW□) of said Section Twent□-Nine (29)□thence West along the So□th line of the North half (N□) of the Northeast □□arter (NE□) of the So□thwest □□arter (SW□) to the So□thwest corner thereof□thence North along the West line of the North half (N□) of the Northeast □□arter (NE□) of the So□thwest □□arter (SW□) and the East line of the So□theast □□arter (SE□) of the Northwest □□arter (NW□) of said Section 29 to a □oint which is the So□theast corner of the Northwest □□arter (NW□) of the Northwest □□arter (NW□) of said Section Twent□-Nine (29)□thence West along the So□th line of the Northwest □□arter (NW□) of the Northwest □□arter (NW□) of said Section Twent□-Nine (29) to the East right of wa□ line of Clearlake Road□thence So□th along the East right of wa□ line of Clearlake Road to the So□th line of the Northwest □□arter (NW□) of the So□thwest □□arter (SW□) of said Section Twent□-Nine (29)□thence West along aforesaid line in said Section Twent□-Nine (29) to the So□theast corner of the Northeast □□arter (NE□) of the So□theast □□arter (SE□) of Section Thirt□ (30), Townshi□ Twent□-Fo□r (24) So□th, Range Thirt□-Six (36) East□thence West along the So□th line of the Northeast □□arter (NE□) of the So□theast □□arter (SE□) of said Section Thirt□ (30) to the Northwest corner of lands descri□ed in Official Records Book 521, Page 736 of the P□□lic Records of Brevard Co□nt□, Florida□thence So□th along the West line of said lands descri□ed in Official Records Book 521, Page 736 to the North right of wa□ line of Terrace Street (for□erl□ Cocoa Street, a 25.00 foot right of wa□)□thence West along said North right-of-wa□ line of Terrace Street to Northwest corner of the right of wa□ of Terrace Street□thence So□th twent□-five and no h□ndredths (25.00) feet to a □oint which is the So□thwest corner of the right of wa□ of Terrace Street□thence West along the Westerl□ extension of the So□th right of wa□ of Terrace Street to the So□therl□ extension of the West line of lot 2 of SPEED AND SCOTT SUBDIVISION, as recorded in Plat Book 1, Page 31 of the P□□lic Records of Brevard Co□nt□, Florida□thence North along the So□therl□ extension of said West line and the West line of said Lot 2, SPEED AND SCOTT SUBDIVISION to a □oint which is the Northwest corner of Lot 2 of SPEED AND SCOTT SUBDIVISION, as recorded in Plat Book 1, Page 31 of the P□□lic Records of Brevard Co□nt□, Florida, said Northwest corner also □eing on the So□th line of the North three h□ndred thirt□ and no h□ndredths (330.00) feet of the Northwest □□arter (NW□) of the So□theast □□arter (SE□) of said Section Thirt□ (30)□thence West along said So□th line of the North three h□ndred thirt□ and no h□ndredths (330.00) feet of the Northwest □□arter (NW□) of the So□theast □□arter (SE□) of said Section Thirt□ (30) to the West line of the So□theast □□arter (SE□) of said Section Thirt□ (30)□thence North along the West line of the So□theast □□arter (SE□) of said Section Thirt□ (30) to the Northwest corner of the So□theast □□arter (SE□) of said

Section Thirt□□thence East along the North line of the So□theast □□arter (SE□) of said Section Thirt□(30) to the West right-of-wa□ line of Clearlake Road□thence North along the West right-of-wa□ line of Clearlake Road to the So□th line of the North half (N□) of the Northeast □□arter (NE□) of said Section Thirt□(30)□thence West along the So□th line of the North half (N□) of the Northeast □□arter (NE□) of said Section Thirt□(30) and the So□th line of the Northeast □□arter (NE□) of the Northwest □□arter (NW□) of said Section Thirt□(30) to the So□thwest corner thereof□thence North along the West line of the Northeast □□arter (NE□) of the Northwest □□arter (NW□) of said Section Thirt□(30) to the Northeast corner of the Northwest □□arter (NW□) of the Northwest □□arter (NW□) of Section Thirt□(30)□thence West along the North line of the Northwest □□arter (NW□) of the Northwest □□arter (NW□) of Section Thirt□(30) to the center line of a Florida Gas Trans□ission Ease□ent□thence So□th fo□rteen (14) degrees fort□-five (45) □in□tes fift□(50) seconds East along the center line of said ease□ent to the Northeast corner of SABAL LAKE ESTATES, UNIT ONE, as recorded in Plat Book 30, Page 12 of the P□□lic Records of Brevard Co□nt□, Florida□thence West along the North line of said SABAL LAKE ESTATES, UNIT ONE, to the West line of the Northwest □□arter (NW□) of the Northwest □□arter (NW□) of Section Thirt□(30), Townshi□ Twent□-Fo□r (24) So□th, Range Thirt□-Six (36) East, said line also □eing the East line of the Northeast □□arter (NE□) of the Northeast □□arter (NE□) of Section Twent□-Five (25), Townshi□ Twent□-Fo□r (24) So□th, Range Thirt□-Five (35) East□thence So□th along said East line of the Northeast □□arter (NE□) of the Northeast □□arter (NE□) of Section Twent□-Five (25) to the So□th line of the Northeast □□arter (NE□) of the Northeast □□arter (NE□) of said Section Twent□-Five (25)□thence West along said So□th line of the Northeast □□arter (NE□) of the Northeast □□arter (NE□) of said Section Twent□-Five (25) to the West line of the Northeast □□arter (NE□) of the Northeast (NE□) of said Section Twent□-Five (25)□thence North along the West line of the Northeast □□arter (NE□) of the Northeast □□arter (NE□) of said Section Twent□-Five (25) to the North line of said Section Twent□-Five (25), said North line also □eing the So□th line of Section Twent□-Fo□r (24), Townshi□ Twent□-Fo□r (24) So□th, Range Thirt□-Six (36) East□thence West along the So□th line of said Section Twent□-Fo□r (24) to the So□thwest corner thereof, said corner also □eing the So□theast corner of Section Twent□-Three (23), Townshi□ Twent□-Fo□r (24) So□th, Range Thirt□-Five (35) East□thence North along the East line of said Section Twent□-Three (23) to a □oint fo□r h□ndred and sixt□-six and one h□ndredths (466.01) feet North of the So□th line of said Section Twent□-Three (23)□thence Westerl□ and □arallel with the So□th line of said Section Twent□-Three (23) to a □oint fo□r h□ndred and eight□-six and no h□ndredths (486.00) feet, as □eas□red, □er□endic□lar to the East line of the So□theast □□arter (SE□) of said Section Twent□-Three (23)□thence North and □arallel with said East line of the So□theast □□arter (SE□) of said Section Twent□-Three (23) to the So□th line of the Northeast □□arter (NE□) of said Section Twent□-Three (23)□thence North, □arallel with and fo□r h□ndred and eight□-six and no h□ndredths (486.00) feet, as □eas□red, □er□endic□lar to the East line of said Northeast □□arter (NE□) of said Section Twent□-Three (23) to the So□th right-of-wa□ line of State Road 524□thence Northeasterl□ along the said So□th right-of-wa□ line to the East line of the Northeast □□arter (NE□) of said Section Twent□-Three (23)□thence North along the East line of the Northeast □□arter (NE□) of said Section Twent□-Three (23) to the North right-of-wa□ line of State Road 524□thence So□thwesterl□ along said North right-of-wa□ line to the So□th line of the So□thwest □□arter (SW□) of the Northeast □□arter (NE□) of said Section Twent□-Three (23)□thence West along said So□th line of the So□thwest □□arter (SW□) of the Northeast □□arter (NE□) of said Section Twent□-Three (23) to the So□thwest corner thereof□thence North along the West line of the So□thwest □□arter (SW□) of the Northeast □□arter (NE□) of said Section Twent□-Three (23) to the Northwest corner of said So□thwest □□arter (SW□) of the Northeast □□arter (NE□) of said Section Twent□-Three (23)□thence East along the North line of the So□thwest □□arter (SW□) of the Northeast □□arter (NE□) of said Section Twent□-Three (23) to the So□thwest corner of the Northeast □□arter (NE□) of the Northeast □□arter (NE□) of said Section Twent□-Three (23)□thence North along the West line of the Northeast □□arter (NE□) of the Northeast □□arter (NE□) of said Section Twent□-Three (23) to the Northwest corner of the So□th half (S□) of the So□th half (S□) of the So□th half (S□) of the Northeast □□arter (NE□) of the Northeast □□arter (NE□) of said Section Twent□-Three (23)□thence East along the North line of the So□th half (S□) of the So□th half (S□) of the So□th half (S□) of the Northeast □□arter (NE□) of the Northeast □□arter (NE□) of said Section Twent□-Three (23)□thence North along the East line of the Northeast □□arter (NE□) of said Section Twent□-Three (23) and the West line of Section Thirteen (13), Townshi□ Twent□-Fo□r (24) So□th, Range Thirt□-Five (35) East to the Northwest corner of the So□thwest □□arter (SW□) of said Section Thirteen (13)□thence East along the North line of the So□th half (S□) of said Section Thirteen (13) to the So□thwest corner of the Northeast □□arter (NE□) of said

Section Thirteen (13) and said corner also □eing the So□thwest corner of COCOA NORTH, UNIT 3, according to the □lat thereof, as recorded in Plat Book 25, Pages 90 and 91 of the P□□lic Records of Brevard Co□nt□, Florida□thence Northerl□ along the West line of the Northeast □□arter (NE□) to the Northwest corner of the So□thwest □□arter (SW□) of the Northeast □□arter (NE□) of said Section Thirteen (13)□thence East along the North line of the So□thwest □□arter (SW□) of the Northeast □□arter (NE□) of Section Thirteen (13), a distance of one tho□sand three h□ndred fo□rteen and twent□-two h□ndredths (1,314.22) feet to the Northwest corner of Lot 21 of COCOA NORTH, UNIT NO. 2, according to the □lat thereof, as recorded in Plat Book 21, Page 101 of the P□□lic Records of Brevard Co□nt□, Florida□thence along the West, So□th and East □o□ndaries of said COCOA NORTH, UNIT NO. 2, the following co□rses□thence So□th eleven (11) degrees fift□-seven (57) □in□tes fort□-eight (48) seconds West, a distance of one h□ndred ninet□-six and eight□-fo□r h□ndredths (196.84) feet□thence So□th sixteen (16) degrees twent□-eight (28) □in□tes fort□-eight (48) seconds East fort□ six and fort□ h□ndredths (46.40) feet to the P.C. of a c□rve concave Westerl□□thence So□therl□ along said c□rve, having for its ele□ents a radi□s of fo□r h□ndred and fift□ and no h□ndredths (450.00) feet and a central angle of eleven (11) degrees thirt□-one (31) □in□tes fort□-nine (49) seconds for an arc distance of ninet□ and fift□-six h□ndredths (90.56) feet to the So□thwest corner of Lot 19 of said □lat of COCOA NORTH, UNIT NO. 2, according to the □lat thereof, as recorded in Plat Book 21, Page 101 of the P□□lic Records of Brevard Co□nt□, Florida□thence So□th eight□-nine (89) degrees fift□-one (51) □in□tes zero (00) seconds East, a distance of one h□ndred ninet□-eight and sevent□-eight h□ndredths (198.78) feet to the So□theast corner of Lot 17, Block 3 of said COCOA NORTH, UNIT NO. 2□thence So□th sixt□-six (66) degrees six (06) □in□tes twent□-fo□r (24) seconds East, a distance of sevent□-five and thirt□-three h□ndredths (75.33) feet to the So□theast corner of Lot 16, Block 3 of said COCOA NORTH, UNIT NO. 2□thence So□th sixt□ (60) degrees fort□-three (43) □in□tes seventeen (17) seconds East, a distance of sevent□-five and no h□ndredths (75.00) feet to the So□th corner of Lot 15, Block 3 of said COCOA NORTH, UNIT NO. 2□ thence So□th twent□-nine (29) degrees sixteen (16) □in□tes fort□-three (43) seconds West, a distance of one h□ndred two and fift□ h□ndredths (102.50) feet to a □oint on the West line of Lot 12, Block 3 of said COCOA NORTH, UNIT NO. 2□thence So□th nine (09) degrees fift□-six (56) □in□tes fo□r (04) seconds West, a distance of ninet□-seven and fift□-fo□r h□ndredths (97.54) feet to a □oint on the West line of Lot 11, Block 3 of said COCOA NORTH, UNIT NO. 2□thence So□th zero (00) degrees nine (09) □in□tes zero (00) seconds West, a distance of one h□ndred and no h□ndredths (100.00) feet to the So□thwest corner of Lot 11 of said COCOA NORTH, UNIT NO. 2, said So□thwest corner also □eing on the North right of wa□ line of London Bo□levard□thence So□th eight□-nine (89) degrees fift□-one (51) □in□tes zero (00) seconds East along the North right-of-wa□ line of said London Bo□levard, to a □oint on the West line of Block Two (2) of aforesaid COCOA NORTH, UNIT NO. 1□thence Northerl□ along the West line of said Block Two (2) to the North right-of-wa□ line of North Road of said COCOA NORTH, UNIT NO. 1□thence So□theasterl□ along said North right-of-wa□ line of North Road to a □oint on the West section line of Section Eighteen (18), Townshi□ Twent□-Fo□r (24) So□th, Range Thirt□-Six (36) East□thence North along said West section line to the So□th right-of-wa□ of State Road 528□thence so□theasterl□ along the So□th right-of-wa□ of said State Road 528 to the North right-of-wa□ of Old State Road 528□thence Easterl□ along the North right-of-wa□ of said Old State Road 528 to the West right of wa□ of U.S. Highwa□ N□□ □er One□thence Northwesterl□ along the West right-of-wa□ of said U.S. Highwa□ N□□ □er One to the North line of Section Seventeen (17), Townshi□ Twent□-Fo□r (24) So□th, Range Thirt□-Six (36) East□thence Easterl□ along the North line of said Section Seventeen (17) to the East right-of-wa□ of said U.S. Highwa□ N□□ □er One□thence So□theasterl□ along the said East right of wa□ of said U.S. Highwa□ N□□ □er One and the North right of wa□ of said State Road 528 to the So□thwest corner of Lot 3, Block "D" of HIGH POINT, SECTION TWO, as recorded in Plat Book 19, Page 9 of the P□□lic Records of Brevard Co□nt□, Florida□thence Northerl□ along the West line of said Lot 3, Block "D" of the aforesaid HIGH POINT, SECTION TWO and the Northerl□ extension of said West line of Lot 3, Block "D" to the So□thwest corner of Lot 2, Block "C" of HIGH POINT, SECTION ONE, as recorded in Plat Book 19, Page 8 of the P□□lic Records of Brevard Co□nt□, Florida□thence So□theasterl□, Northeasterl□, and Northwesterl□ along the □eri□eter of said Lot 2, Block "C" of said □lat of HIGH POINT, SECTION ONE to the Northwest corner thereof□thence Northerl□ along the So□therl□ extension of the West line of Block "A" of said HIGH POINT SUBDIVISION, SECTION TWO, and the West line of Lots 7, 8, 9 and 10 of Block "A" of said HIGH POINT, SECTION TWO to the Northwest corner of Lot 10 of Block "A", HIGH POINT, SECTION TWO, and said Northwest corner of Lot 10, also □eing on the North line of aforesaid Section Seventeen (17)□ thence Easterl□ along the said North line of Section Seventeen (17), and the North line of Section Sixteen

(16), Township Twenty-Four (24) South, Range Thirty-Six (36) East to the center line of the channel of Indian River thence Southerly along the center line of the channel of Indian River to the South right of way of State Road 528 thence Westerly along the South right of way of State Road 528 to the East right of way of U.S. Highway No. One thence Southeasterly along the East right of way of U.S. Highway No. One to the Northwest corner of lands described in Deed Book 440, Page 457 of the Public Records of Brevard County, Florida thence East along the North line of lands described in said Deed Book 440, Page 457, to the Northeast corner thereof thence South along the East line of said lands described in said Deed Book 440, Page 457 of the Public Records of Brevard County, Florida, to the Southeast corner thereof and continue along the Southerly extension of said East line to the North line of lands described in Deed Book 442, Page 555 of the Public Records of Brevard County, Florida thence East along said North line of lands described in said Deed Book 442, Page 555, to the Northeast corner thereof thence South along the East line of the lands described in said Deed Book 442, Page 555, to the Southeast corner thereof and said point also being on the North line of Block Twenty-Two (22) of CARLTON TERRACE, as recorded in Plat Book 3, Page 99 of the Public Records of Brevard County, Florida thence East along the aforementioned North line of Block Twenty-Two (22) of CARLTON TERRACE, to a point on the West line of Lot Ten (10) in GRANDVIEW HEIGHTS, as recorded in Plat Book 11, Page 32 of the Public Records of Brevard County, Florida thence Southeasterly along the West line of said Lot Ten (10), GRANDVIEW HEIGHTS, to a point which is the Southwest corner of said Lot Ten (10) also being the Northwest corner of Lot One (1), Block Sixteen (16) of the AMENDED PLAT OF CARLTON TERRACE, as recorded in Plat Book 3, Page 61 of the Public Records of Brevard County, Florida thence Northeasterly along the North line of Blocks Sixteen (16) and Seven (7) of said AMENDED PLAT OF CARLTON TERRACE and the Northeasterly extension of said North line thereof to the center line of the channel of Indian River thence Southeasterly along the center line of the channel of Indian River to a point which is on the Easterly extension of the South line of the aforementioned Government Lot Three (3), Section Thirty-Three (33), Township Twenty-Four (24) South, Range Thirty-Six (36) East thence West to the POINT OF BEGINNING. Except the North half (N½) of the Southeast Quarter (SE¼) of Section Nineteen (19), Township Twenty-Four (24) South, Range Thirty-Six (36) East except the North half (N½) of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Nineteen (19), Township Twenty-Four (24) South, Range Thirty-Six (36) East except the West half (W½) of the Southwest Quarter (SW¼) of Section Twenty (20), Township Twenty-Four (24) South, Range Thirty-Six (36) East except CLEARLAKE TERRACE SUBDIVISION, as recorded in Plat Book 11, Page 103, Public Records of Brevard County, Florida, lying in Section Eighteen (18) and Section Nineteen (19), Township Twenty-Four (24) South, Range Thirty-Six (36) East, in Brevard County, Florida.

Amendments to City Boundaries by Annexation:

(1) *Ordinance No. 8-89 (as amended by Ordinance No. 14-89):*

The East ½ of the West ½ of the NW ¼ of the SE ¼, Section 23, Township 24 South, Range 35 East, Brevard County, Florida, LESS AND EXCEPT right-of-way for State Road 528 (now known as S.R. 524) and that portion lying north of S.R. 524.

AND

East ½ of Northwest ¼ of Southeast ¼ of Section 23, Township 24 south, Range 35 east, except highway right-of-way, Brevard County, Florida.

AND

The East one-half (½) of the Southeast Quarter (SE ¼) the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼), and that part of the South one-half of the Northeast Quarter (NE ¼) lying South of State Road No. 524, and that part of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) lying South of State Road No. 524 in Section 23, Township 24 South, Range 35 East, in Brevard County, Florida.

Subject to road right-of-ways and easements of record.

AND

That □art of the East Half of the So□th Half of the So□thwest Q□arter of Section 23, Townshi□ 24 S., Range 35 E., l□ing So□th of State Road 524 right-of-wa□, less the West 25 feet thereof, □ore □artic□larl□ descri□ed as follows: Fro□ the SW corner of Section 23, Townshi□ 24 S., Range 35 E. r□n So□th 89□57'15" East along the So□th line of said section 1347.30 feet to a □oint 25 feet East of the SW corner of the East Half of the said So□th Half for a □oint of □eginning□thence contin□e So□th 89□57'15" East 1297.30 feet to the SE corner of the So□th Half of the SW □ of said section□thence r□n North 0□1'54" East 1337.93 feet to a □oint□thence r□n North 89□57'36" West along the North line of said So□th Half 576.72 feet to a □oint on the SE right-of-wa□ line of State Road□thence r□n along said right-of-wa□ line So□th 53□6'3" West 901.22 feet to a □oint 25 feet East of the West line of the East Half of said So□th Half□thence r□n So□th 0□2'41" West 796.19 feet of the □oint of □eginning, containing 35.36 acres, □ore or less.

LESS AND EXCEPT THE FOLLOWING:

A □arcel of land □eing the East 486 feet of Section 23, Townshi□ 24 So□th, Range 35 East, Brevard Co□nt□, Florida, l□ing So□th of State Road No. 524 and □eing □ore □artic□larl□ descri□ed as follows:

Co□ □ence at the So□theast corner of said Section 23, and r□n S.89□32'27"W., along the So□th line of said Section 23, a distance of 50.0 feet to a □oint on the West right-of-wa□ line of Cox Road, the Point of Beginning□thence contin□e S.89□32'27"W., along said So□th line, a distance of 436.01 feet□thence N.00□05'55"W., □arallel to and 486.0 feet distant fro□ the East line of the So□theast □, a distance of 3375.64 feet to a □oint on the So□therl□ right-of-wa□ line of State Road No. 524□thence N.53□05'55"E., along said So□therl□ right-of-wa□ line, a distance of 544.81 feet to an intersection with the said West right-of-wa□ line of Cox Road□thence S.00□05'55"E., along said West right-of-wa□ line, a distance of 1046.03 feet to a □oint of right-of-wa□ transition□thence S.89□57'42"E., along the North line of the So□theast □, a distance of 5.00 feet□thence S.00□05'55"E., along said West right-of-wa□ line, a distance of 663.30 feet to a □oint of right-of-wa□ transition□thence S.89□54'49"W., along the So□th line of the North □ of the Northeast □ of the So□theast □, a distance of 5.00 feet□thence S.00□05'55"E., along said West right-of-wa□ line, a distance of 1989.93 feet to the Point of Beginning.

(2) *Ordinance No. 12-94 (which also repealed Ordinance No. 6-94):*

Co□ □ence at the NW corner of the SE □ of Section 19, Townshi□ 24 So□th, Range 36 East, Brevard Co□nt□, Florida□thence S.00□21'18"E. along the West line of the said SE □, 154.50 feet to the Point of Beginning, said P.O.B. □eing on the So□th R/W of Rosetine Street, thence N.89□17'23"E. along said R/W, 240.00 feet□ thence S.00□21'18"E., 127.50 feet, thence N.89□17'23"E., 400.72 feet to the NE corner of Lot 26, Block 20□thence r□n S.00□30'42"E., 279.50 feet to the NW corner of said Lot 27, Block 21, thence r□n N.89□17'23"E. along the North line of said Lot 27, Block 21, a distance of 25.00 feet, thence r□n S.00□30'42"E., 102.00 feet to a □oint on the So□th line of said Lot 27, Block 21, said □oint □eing a □oint on the North R/W line of Fa□ Street as □er ORB 144, PG 81, of the P□□lic Records of Brevard Co□nt□, Florida□thence r□n S.89□17'23"W. along the said So□th line of said Lot 27, Block 21, and along the said North R/W line of Fa□ Street, a distance of 25.00 feet, to the SE corner of said Lot 26, Block 21□ thence r□n S.00□30'42"E., 406.00 feet to the NW corner of said Lot 27, Block 23, thence r□n N.89□17'23"E. along the North line of said Lot 27, Block 23, a distance of 25.00 feet□thence r□n S.00□30'42"E., 102.00 feet to a □oint on the So□th line of said Lot 27, Block 23, said □oint □eing a □oint on the North R/W line of Rosa Street as □er ORB 144, PG 81, P□□lic Records of Brevard Co□nt□, Florida□thence r□n S.89□17'23"W. along the said North R/W line, a distance of 25.00 feet to the SW corner of said Lot 27, Block 23, thence r□n S.00□30'42"E., 50.00 feet to a □oint on the So□th R/W line of Rosa Street, said □oint □eing the NE corner of Lot 3, Block 24□ thence r□n N.89□17'23"E. along said So□th R/W line, a distance of 100.00 feet to the NE corner of Lot 1, Block 24, said corner □eing the □oint of intersection of the said so□th R/W line of Rosa Street and the West R/W line of Walter Street as □er ORB 144, PG 81, P□□lic Records of

Brevard Co□nt□, Florida□thence r□n S.00□30'42"E. along the East line of said Lot 1, Block 24□ and along the said West R/W line of Walter Street, a distance of 105.25 feet to the SE corner of said Lot 1, Block 24, said corner □eing a □oint on the so□th line of "She□ard's Clear Lake Village" thence r□ns S.89□17'23"W. along said So□th line, a distance of 743.57 feet to a □oint on the afore□ entioned West line of the SE □ of Section 19□thence r□n N.00□21'18"W. along said West line□a distance of 1.162.26 feet to the Point of the Beginning.

(3) *Ordinance No. 12-97:*

AND

A □arcel of land l□ing in the Northwest □ of Section 32, Townshi□ 24 So□th, Range 36 East, Brevard Co□nt□, Florida, □eing □ ore □artic□larl□ descri□ed as follows:

Begin at the intersection of the East line of said Northwest □ with the North right-of-wa□ line of State Road No. 520, and r□n North 89□31'55" West, along said North right-of-wa□ line, a distance of 295.16 feet to a □oint of right-of-wa□ transition□thence North 00□28'05" East, along said transition, a distance of 27.50 feet to the So□thwest corner of Lot 32 of the □lat of s□□division of Block No. 1 of Pine Grove Park, recorded in Plat Book 9, Page 34 of the □□□lic records of Brevard Co□nt□, Florida□thence North 00□07'56" West, along the East line of said lot, a distance of 132.80 feet to a □oint on the So□th line of the North 118.66 feet of said Lot 30□ thence North 89□59'23" West, along said So□th line and its Westerl□ extension, a distance of 184.60 feet to a □oint on the West line of Lot 30 of said s□□division□thence North 00□23'56" West, along said West line, a distance of 118.66 feet to the Northwest corner of said Lot 32□ thence So□th 89□59'23" East, along the North line of Lots 30, 31 and 32 of said s□□division, a distance of 185.15 feet to the Northeast corner of said Lot 32□thence N. 00.07'55" West, a distance of 0.48 feet to a □oint on the North line of the So□th □ of the Northwest □ of said Section 32□thence So□th 89□50'42" East, along said North line, a distance of 294.86 feet to a □oint on the aforesaid East line of the Northwest □ □thence So□th 00□07'55" East, along said East line, a distance of 281.06 feet to the Point of Beginning, containing 2.401 acres.

(4) *Ordinance No. 18-97:*

A □arcel of land l□ing in Section 32, Townshi□ 24 So□th, Range 36 East, □eing a □ortion of Lots 30, 31 and 32 of the □lat of s□□division of Block No. 1 of Pine Grove Park, recorded in Plat Book 9, Page 34 of the □□□lic records of Brevard Co□nt□, Florida, □eing □ ore □artic□larl□ descri□ed as follows:

Begin at the So□thwest corner of aforesaid Lot 30, and r□n N.00□23'56"W., along the West line of said lot, a distance of 131.34 feet to a □oint which is 118.66 feet distant So□th, fro□ the North line of said s□□division□thence S.89□59'23"E., □arallel with and 118.66 feet distant fro□ the said North line, a distance of 184.80 feet to a □oint on the East line of aforesaid Lot 32, thence S.00□07'55"E., along said East line, a distance of 7.80 feet to a □oint which is 125.00 feet distant North fro□ the North right-of-wa□ line of State Road No. 520□thence N.89□31'55'W., □arallel with and 125.00 feet distant fro□ the said North right-of-wa□ line, a distance of 170.58 feet to a □oint which is 14.00 feet distant East, fro□ the aforesaid West line of Lot 30, thence S.00□23'56"E., □arallel with and 14.00 feet distant fro□ said West line, a distance of 125.01 feet to a □oint on said North right-of-wa□ line of State Road No. 520□thence N.89□31'55"W., along said right-of wa□ line, a distance of 14.00 feet to the □oint of □eginning□containing 3053 s□□are feet (0.070 acres).

(5) *Ordinance No. 16-98:*

Generall□ descri□ed as: a tract of land l□ing in Section 20, Townshi□ 24 So□th, Range 36 East known as Lot 1 of ATKINSON SUBDIVISION, according to the □lat thereof, as recorded in Plat Book 9, Page 35, of the □□□lic records of Brevard Co□nt□, Florida, less and exce□t right-of-wa□ for Clearlake Road, containing 2.97 acres, □ ore or less.

(6) *Ordinance No. 1-2000:*

A □arcel of land l□ing in Northeast □ and the Northwest □ of Section 26, Townshi□ 24 So□th, Range 35 East, □eing all those lands as descri□ed in O.R. Book 1849, Page 0491, O.R. Book 2890, Page 0258, O.R. Book 3455, Page 4431, O.R. Book 3633, Page 4027, O.R. Book 3945, Page 0045 and a □ortion of those lands as descri□ed in O.R. Book 3034, Page 4427, all □eing recorded in the Brevard Co□nt□ P□□lic Records□said overall □arcel □eing □ore f□ll□ descri□ed as follows:

Co□ □ence at the northeast corner of said Northeast □ □thence Westerl□, along the north line of said Northeast □, a distance of 45.00 feet to a □oint on the west right-of-wa□ line of Cox Road as descri□ed in O.R. Book 587, Page 959 of said P□□lic Records□thence contin□e Westerl□, along said north line, a distance of 840.00 feet to the northeast corner of said lands □er O.R. Book 3945, Page 0045, said □oint □eing the Point-of-Beginning of the lands herein descri□ed□ thence contin□e Westerl□, along said north fine of the Northeast □, the sa□e □eing the north lines of said lands □er O.R. Book 3945, Page 0045 and O.R. Book 3455, Page 4431, a distance of 1767 feet, □ore or less, to the northeast corner of said Northwest □, the sa□e □eing the northeast corner of said lands □er O.R. Book 3633, Page 4027□thence Westerl□, along the north lines of said Northwest □ and said lands □er O.R. Book 3633, Page 4027, a distance of 1290 feet, □ore or less, to the east right-of-wa□ line of a 60.00 foot wide right-of-wa□ as recorded in O.R. Book 1531, Page 0691 and O.R. Book 1531, Page 0693 of said P□□lic Records□thence So□therl□, along the westerl□ line of said lands □er O.R. Book 3633, Page 4027 and said easterl□ right-of-wa□ line, a distance of 1955 feet, □ore or less, to the centerline of a 110.00 foot wide ease□ent in favor of Florida Power and Light Co□ □an□ as recorded in O.R. Book 0059, Page 0122 of said P□□lic Records□thence Easterl□, along said centerline, a distance of 1260 feet □ore or less, to a □oint of the east line of said Northwest □ □thence Northerl□, along the east lines of said lands □er O.R. Book 3633, Page 4027 and the Northwest □, a distance of 610 feet, □ore or less, to the so□thwest corner of the Northwest □ of said Northeast □, said □oint also □eing the so□thwest corner of said lands □er O.R. Book 2890, Page 0258□thence Easterl□, along the so□th line of said Northwest □ of the Northeast □, also □eing the so□th lines of said lands □er O.R. Book 2890, Page 0258 and O.R. Book 1849, Page 0491, a distance of 1326 feet, □ore or less to the so□theast corner of said Northwest □ of the Northeast □ and O.R. Book 1849, Page 0491□thence Northerl□, along the east lines of said Northwest □ of the Northeast □ and O.R. Book 1849, Page 0491, a distance of 663 feet, □ore or less, to the so□thwest corner of the Northwest □ of said Northeast □, also □eing so□thwest corner of said lands recorded in O.R. Book 3945, Page 0045□thence Easterl□ along the so□th lines of said Northwest □ of the Northeast □ of the Northeast □ and of O.R. Book 3945, Page 0045, a distance of 663 feet, □ore or less, to the so□theast corner of said Northwest □ of the Northeast □ of the Northeast □ and of O.R. Book 3945, Page 0045□thence Northerl□, along the west lines of said Northwest □ of the Northeast □ of the Northeast □ and O.R. Book 3945, Page 0045, a distance of 397 feet, □ore or less, to a □oint which lies 66.00 feet north, □□ right angle □eas□re, of the fifth (5th) co□rse of said lands descri□ed in said O.R. Book 3945, Page 0045□thence Westerl□ □arallel with said north line of the Northeast □ of Section 26 and 66.00 feet north, □□ right angle □eas□re, of said fifth (5th) co□rse of said lands □er O.R. Book 3945, Page 0045, a distance of 222 feet, □ore or less, to a □oint of intersection with a line that is □arallel with the east line of said Northeast □ and that □asses thro□gh the Point-of-Beginning□ thence Northerl□, □arallel with said east line of the Northeast □ and along the east line of said O.R. Book 3945, Page 0045, a distance of 266 feet □ore or less, to the Point-of-Beginning.

Containing 102.2 acres (4,451,832 s□□are feet), □ore or less, and □eing s□□ject to an□ ease□ents and/or rights-of-wa□ of record.

(7) *Ordinance No. 2-2000:*

A □arcel of land l□ing in Section 23, Townshi□ 24 So□th, Range 35 East □ore □artic□larl□ descri□ed as follows:

Begin at the SE corner of the NE □ of the NE □ of Section 23, Townshi□ 24 So□th, Range 35 East, r□n so□th along the western line of said Section 24, a distance of 260 feet □ore or less to the so□thern right of wa□ of State Road 524, thence so□thwest along said so□thern right-of-wa□ of State Road 524 a distance of 2090 feet □ore or less to the eastern line of the W □ of E □ of NW □ of SE □ of Section 23 thence north along said line a distance of 260 feet □ore or less to the northern right of wa□ line of State Road 524, thence north east 2100 feet □ore or less to the □oint of □eginning (12.5 acres, □ore or less).

AND

A tract of land l□ing in Section 23, Townshi□ 24 So□th, Range 35 East known as □arcel 753 (legall□ descri□ed as □art of W □ of E □ of NW □ of SE □ excl□ding the real □ro□ert□ north of the so□th right of wa□ of State Road 524) as recorded in O.R. Book 2844, Page 1729, of the P□□lic Records of Brevard Co□nt□ Florida (8.24 acres, □ore or less).

(8) *Ordinance No. 19-2000:*

Number One (1) Cadillac Gage Property:

A □arcel of land l□ing in Section 7, Townshi□ 24 So□th, Range 36 East, Brevard Co□nt□, Florida. More □artic□larl□ descri□ed as follows:

Co□ □ence at the Northwest corner of said Section 7 and run S 00º05′36″ W., along the West line of said Section 7, a distance of 1320.70 feet to the Northwest corner of the So□th □ of the Northwest ¼ of said Section 7 and the Point Of Beginning: thence continue S. 00º05′36" W., along the West line of Section 7, a distance of 660.35 feet to the So□thwest corner of the North ½ of the South ½ of the Northwest ¼ of said Section 7: thence run N. 87º44′57″ E. along the So□th line of the North □ of the So□th □ of the Northwest □ of said Section 7, a distance of 2616.32 feet to point on the East line of the Northwest ¼ of Section 7; thence run S. 00º00′44″ W. along the East line of the NW □ of said Section 7, a distance of 335.76 feet to a □oint on the line of the So□th □ of the So□th □ of the So□th □ of the Northwest □ □thence r□n So□th 87º52′18″ W., along said North line of the South ½ of the South ½ of the South ½ of the Northwest ¼ a distance of 431.00 feet; thence run S. 00º00′44″ W., along a line parallel to the East line of the Northwest □ of Section 7, a distance of 548.18 feet; thence run N. 87º59′40″ E., a distance of 2.69 feet; thence run S. 01º53′05″ E. a distance of 391.83 feet to a point on the North line of the 50.0 foot wide Drainage Ease□ent shown on the □lot of Cidco Park as recorded in Plat Book 22, Page 51 of the P□□lic Records of Brevard Co□nt□, Florida□thence r□n N. 88º10′45″ E., along said North line of said 50.00 foot wide Drainage Easement, a distance of 156.53 feet to a □oint on the North right-of-wa□ of Cidco Road as shown on said □lat of Cidco Park; thence run N. 89º47′20″ E., along said North right-of-wa□ line of Cidco Road, a distance of 265.37 feet□thence, contin□ing along said North right-of-wa□ line of Cidco Road, r□n N. 88º06′55″ E., a distance of 304.99 feet; thence, departing said North right-of-wa□ line, r□n N. 01º53′05″ W., along a line perpendicular to said North right-of-wa□ line of Cidco Road, a distance of 115.00; thence run N. 88º06′55″ E., parallel to said North right-of-wa□ line of Cidco Road, a distance of 125.00 feet□thence run S. 01º53′05″ E., along a line perpendicular to said North right-of-wa□ line of Cidco Road, a distance of 115.00 feet to a □oint on said North right-of-way line of Cidco Road; thence N. 88º06′55″ E. along said North right-of-wa□ of Cidco Road, a distance of 369.18 feet to a Point of C□rvat□re of a circ□lar c□rve, concave Northerl□, having a radi□s of 261.48 feet□thence, contin□ing along said North right-of-wa□ line of Cidco Road, r□n Easterl□, along the arc of said c□rve an arc distance of 58.41 feet thro□gh a central angle of 12º47′56″ to a point on curve; thence, departing said North right-of-way line, run N. 00º16′20″ W., along a nonradial line, a distance of 393.65 feet; thence run S. 88º06′55″ W. a distance of 200.00 feet; thence run N. 00º11′55″ W. a distance of 215.39 feet; thence run 00º00′43″ W. a distance of 130.00 feet to a □oint on the □eander line descri□ed in Deed Book 403, Page 469 of P□□lic Records of Brevard Co□nt□, Florida□thence r□n along said descri□ed □eander line for the next three co□rses□1) thence N. 39º39′27″ W. a distance of 155.41 feet; 2) thence run N.

83º59′35″ W. a distance of 214.10 feet; 3) thence run N. 38º03′35″ W. a distance of 29.44 feet to a point; thence run N. 00º00′01″ E., along said East line of the West ¼ of the Southwest ¼ of the Northeast □ of section 7, a distance of 1033.50 feet to a □oint on the North line of the So□th ½ of the Northeast ¼; thence run S. 88º28′10″ W., along said North line of the South ½ of the Northeast □, a distance of 330.12 feet to a □oint on the East line of the Northwest □ of said Section 7; thence run S. 87º30′14″ W., along the North line of the South ½ of the Northwest ¼ of said Section 7, a distance of 2615.85 feet to the Point Of Beginning. Containing 72.08 acres, □ore or less. S□□ject to ease□ents and restrictions of record.

Number Two (2) City of Cocoa Water Tower Legal Description:

A □arcel of land l□ing in Section 7, Townshi□ 24 So□th, Range 36 East, Brevard Co□nt□, Florida. More □artic□larl□ descri□ed as follows:

Co□ □ence at the So□thwest corner of the North □ of the So□th □ of the Northwest □ of said Section 7: thence run N. 87º44′57″ E. along the South line of the North ½ of the South ½ of the Northwest □ of said Section 7, a distance of 2616.32 feet to □oint on the East line of the Northwest ¼ of Section 7; thence run S. 00º00′44″ W. along the East line of the NW ¼ of said Section 7, a distance of 335.76 feet to a □oint on the North line of the distance of the So□th □ of the South ½ of the South ½ of the Northwest ¼; thence run S. 87º52′18″ W., along said North line of the So□th □ of the So□th □ of the So□th □ of the Northwest □, a distance of 431.00 feet□ thence run S. 00º00′44″ W., along a line parallel to the East line of the Northwest ¼ of Section 7, a distance of 548.18 feet□thence r□n N. 87º59′40″ E. a distance of 2.69 feet; thence run S. 01º53′05″ E. a distance of 391.83 feet to a point on the North line of the 50.00 foot wide Drainage Ease□ent shown on the □lat of Cidco Park as recorded in Plat Book 22, Page 51 of the P□□lic Records of Brevard County, Florida; thence run N. 88º10′45″ E., along said North line of said 50.0 foot wide Drainage Ease□ent, a distance of 156.53 feet to a □oint on the North right-of-way of Cidco Road as shown on said plat of Cidco Park; thence run N. 89º47′20″ E., along said North right-of-wa□ line of Cidco Road, a distance of 265.37 feet□thence, contin□ing along said North right-of-way line of Cidco Road, run N. 88º06′55″ E. a distance of 304.99 feet to the Point of Beginning□thence, de□arting said North right-of-way line, run N. 01º53′05″ W., along a line □er□endic□lar to said North right-of-wa□ line of Cidco Road, a distance of 115.00□ thence run N. 88º06′55″ E., parallel to said North right-of-wa□ line of Cidco Road, a distance of 125.00 feet□thence r□n S 01º53′05″ E., along a line perpendicular to said North right-of-wa□ line of Cidco Road, a distance of 115.00 feet to a □oint on said North right-of-wa□ line of Cidco Road; thence run S. 88º06′55″ W. a distance of 125.00 feet to the Point Of Beginning. Containing 0.33 acres □ore or less.

Number Three and Five (3 & 5) Legal Description For Parcel #1:

Parcel of land l□ing in the SEI/4 of Section 7 Townshi□ 24 So□th, Range 36 East, Brevard Co□nt□, Florida, as follows:

The SE □ of the SE □ l□ing west of the FEC Railwa□, incl□ding the □nwarranted triangle sha□ed □arcel as descri□ed in OR Book 554, Page 806□the east □ of the SW □ of the SE □. The So□th □ of the NW □ of the SE □ □and □eing s□□ject to ease□ents granted to Florida Power and Light Co□ □an□as recorded in OR Book 279, Page 599□OR Book 1623, Page 854□ all recorded in the P□□lic Records of Brevard Co□nt□, Florida, and also □eing s□□ject to an□ other ease□ents or rights-of-wa□ of record, containing 69.68 acres □ore or less.

Number Four (4) Legal Description for 24-36-07-00-00765.0-0000.00 (Rinker):

The West □ of the So□thwest □ of the So□theast □ of Section 7:

The West □ of the So□thwest □ of the So□theast □ of Section 7, Townshi□ 24 So□th, Range 36 East, and a 70 foot wide stri□ of land □eing the North 70.0 feet of the East 250.0 feet of the So□th □ of the S.W. □ of Section 7, Townshi□ 24 So□th, Range 36 East, Brevard Co□nt□, Florida, and □ore f□ll□ descri□ed as follows: Begin at the N.E. corner of the said S. □ of the

S.W. □ Section 7 and r□n S. 88º10′45″ W., along the South line of Cidco Park, 250.00 feet to a □oint on the West right-of-way line of East Industrial Road of Cidco Park; thence run S. 1º49º15″ E. 70.00 feet; thence run N. 88º10′45″ E. 248.50 feet to a point on the East line of the aforesaid S. ½ of the S.W. ¼; thence run N. 00º35′35″ W. 70.02 feet to the point of beginning.

Number Six (6) Legal Description For Parcel #758:

A □arcel of land l□ing in the So□theast □ of Section 7, Townshi□ 24 So□th, Range 36 East, Brevard Co□nt□, Florida □eing □ore □artic□larl□descri□ed as follows:

Begin at the Northwest corner of the So□th □ of the Northeast □ of said So□theast of Section 7, and run S. 87º57′50″ W., along the South line of the Northeast ¼ of the Northwest ¼ of said So□theast □, a distance of 394.00 feet to a □oint on a so□therl□ right-of-wa□ line of Cidco Road. (A 50 foot right-of-way); thence N. 49º23′25″ E., along said southerly right-of-wa□ line, a distance of 394.24 feet to the □oint of c□rvat□re of a 261.48 foot radi□s c□rve to the right□thence Northeasterl□, along the arc of said c□rve and said right-of-wa□ line, thro□gh a central angle of 24º04′48″ a distance of 109.89 feet to a point on the East line of the said Northeast ¼ of the Northwest □ of said So□theast □ □thence S. 00□15′43″ W, along said West line, a distance of 294.79 feet to the Point of Beginning□containing 1.447 acres.

S□□ject to a 20 foot wide □rivate railroad s□□r recorded in O.R. 633, Page 676 of the P□□lic Records of Brevard Co□nt□, Florida and s□□ject to all other ease□ents, restrictions, li□itations and/or rights-of-wa□ of record.

Number Seven (7) Legal Description For Parcel #756:

A □arcel of land l□ing in the So□theast □ of Section 7, Townshi□ 24 So□th, Range 36 East, Brevard Co□nt□, Florida □eing □ore □artic□larl□descri□ed as follows:

Co□ □ence at the Northwest corner of the So□th □ of the Northwest □ of said So□theast □ of Section 7, and run N. 00º15′43″ E., along the West line of the Northeast ¼ of said Southeast ¼, a distance of 165.93 feet to the □oint of □eginning□thence contin□e N. 00º15′43″ E., along said West line, a distance of 128.85 feet to a □oint on the So□th right-of-wa□ line of Cidco Road (a 50 foot wide right-of-wa□), said □oint □eing on a 261.48 foot radi□s to the right having a radial bearing of S. 16º31′47″ E.; thence Northeasterl□, along the arc of said c□rve and said right-of-way line, through a central angle of 14º35′12″ a distance of 66.57 feet to a point of tangency; thence N. 88º03′25″ E., along said South right-of-wa□ line, a distance of 325.13 feet to a □oint on the Westerl□ right-of-wa□ line of the Florida East Coast Railwa□ (A 100 foot wide right-of-way); thence S. 19º40′19″ E., along said Westerly right-of-wa□ line, a distance of 143.18 feet to a □oint on the So□th line of the North □ of the So□th □ of the North □ of the Northeast □ of the Southeast ¼; thence S. 87º57′05″ W., along said South line, a distance of 439.54 feet to the □oint of □eginning□containing 1.299 acres.

S□□ject to all ease□ents, restrictions, li□itations and/or rights-of-wa□ of record.

Number Eight (8) Legal Description For Parcel #757:

A □arcel of land l□ing in the So□theast □ of Section 7, Townshi□ 24 So□th, Range 36 East, Brevard Co□nt□, Florida □eing □ore □artic□larl□descri□ed as follows:

Co□ □ence at the Northwest corner of the So□th □ of the Northeast □ of said So□theast □ of Section 7, and run S. 00º15′43″ W., along the West line of the Northeast ¼ of said Southeast ¼, a distance of 331.87 feet to the Point of Beginning; thence continue S. 00º15′43″ W., along said West line, a distance of 331.87 feet to a □oint on the So□th line of said Northeast □ of the Southeast ¼; thence N. 88º00′48″ E., along said South line, a distance of 736.59 feet to a point on the Westerl□ right-of-wa□ line of the Florida East Coast Railwa□ (a 100 foot wide right-of-way); thence N. 19º40′19″ W., along said Westerly right-of-wa□ line, a distance of 348.34 feet to a □oint on the North line of the So□th □ of the So□th □ of said Northeast □ of the So□theast □ □

thence S. 87º59′19″ W., along said North line, a distance of 617.74 feet to the Point Of Beginning□containing 5.157 acres.

S□□ject to all ease□ents, restrictions, li□itations and/or rights-of-wa□of record.

Number Eleven and Twelve (11 & 12) Legal Description For Parcel #3:

The North □ of the Northeast of the □ of Section 18, Townshi□ 24 So□th, Range 36 East, Brevard Co□nt□, Florida l□ing northeasterl□ right-of-wa□ line of State Road No. 528, less and exce□t the following lands descri□ed in OR Book 13, Page 571, O.R. Book 281, Page 514, OR Book 126, Page 244□Deed Book 408, Page 217□OR Book 146, Page 524, OR Book 615, Page 385□OR Book 255, Page 72□OR Book 262, Page 385□all recorded in the P□□lic Records of Brevard Co□nt□, Florida□and □eing s□□ject to an ease□ent granted to Florida Power & Light Co□ □an□, as recorded in Deed Book 156, Page 563, of the said P□□lic Records and s□□ject to the FEC Railwa□ right-of-wa□and s□□ject to an□other ease□ents and/or right-of-wa□of record. Containing 50.87 acres, □ore or less.

Number Thirteen (13) Legal Description for 24-36-18-00-00005.0-0000.00 (FPL):

Begin at the Northwest corner of the So□th □ of the Northeast □ of said So□theast □ of Section 7, and run N 00º15′43″ E., along the West line of the Northeast ¼ of said Southeast ¼, a distance of 165.93 feet□thence N 87º57′05″ E., along the North line of the South ½ of the South □ of the North □ of the Northeast □ of said, So□theast □, a distance of 439.54 feet to a □oint on the Westerl□ right-of-wa□ line of the Florida East Coast Railwa□ (a 100 foot wide right-of-way); thence S. 19º40′19″ E., along said westerly right-of-wa□ line, a distance of 174.08 feet to a □oint on the So□th line of the North □ of the Northeast □ of said So□theast □□thence S. 87º57′50″ W., along said South line, a distance of 498.93 feet to the □oint of □eginning□ containing 1.786 acres.

S□□ject to all ease□ents, restrictions, li□itations and/or rights-of-wa□of record.

Number Nine (9) Legal Description For Parcel #770:

A □arcel of land l□ing in the So□theast □ of Section 7, Townshi□ 24 So□th, Range 36 East, Brevard Co□nt□, Florida □eing □ore □artic□larl□ descri□ed as follows:

Begin at the Northwest corner of the So□th □ of the Northeast □ of said So□theast □ of Section 7, and run N 87º57′50″ E., along the North line of the South ½ of said Northeast □ of the So□theast □, a distance of 498.93 feet to a □oint on the Westerl□ right-of-wa□ line of the Florida East Coast Railwa□ (a 100 foot wide right-of-way); thence S. 19º40′19″ E., along said Westerly right-of-wa□ line, a distance of 348.24 feet to a □oint on the So□th line of the North □ of the South ½ of said Northeast ¼ of the Southeast ¼; thence S. 87º59′10″ W., along said South line, a distance of 617.74 feet to a □oint on the West line of said Northeast □ of the So□theast □□ thence N. 00º15′43″ E., along said West line, a distance of 331.87 feet to the point of beginning; containing 4.252 acres.

S□□ject to all ease□ents, restrictions, li□itations and/or rights-of-wa□of record.

Number Ten (10) Legal Description For Parcel #767:

Co□□ence at the Northeast corner of Section 18 Townshi□ 24 So□th Range 36 East□thence r□n So□th along the East line of said Section 18 a distance of 730.0 feet□thence r□n West a distance of 522.31 feet to the □oint of □eginning□said □oint of □eginning l□ing on the Westerl□ right-of-wa□ of an ease□ent granted to Florida Power & Light Co□ □an□ as recorded in Deed Book 156 □age 563 of the P□□lic Records of Brevard Co□nt□, Florida□thence West a distance of 250.0 feet□thence North a distance of 400.0 feet□thence East a distance of 329.20 feet to an intersection with the Westerl□ right-of-wa□ of afore□entioned ease□ent, recorded in Deed Book 156 page 563; thence S. 11º11′59″ W. a distance of 407.76 feet to the point of beginning;

containing 2.66 acres □ore or less and l□ing and □eing in Brevard Co□nt□, Florida. The said North and So□th lines of the □ro□ert□ here□□ conve□ed are □er□endic□lar to the East line of Section 18 and the West line of said □ro□ert□ is □arallel to the East line of Section 18, all as located in Townshi□ 24 So□th Range 36 East.

Number Fourteen (14):

For a co□rse start at the Northeast corner of Section 18, Townshi□ 24 So□th, Range 36 East and □roceed West on the North line of said Section 18, a distance of 302.52 feet to a □oint: thence for a second course, go S. 23º24′30″ E. to a point 50 feet South (by right angle □eas□re□ent) fro□ the North line of said Section 18□thence for a third co□rse, go East and □arallel to and 50 feet distant front (□□ right angle □eas□re□ent) the North line of said Section 18 to a □oint on the east line of said Section 18, a distance of 50 feet So□th of □oint of □eginning□thence for a fo□rth co□rse go North and along the East line of said Section 18, a distance of 50 feet to □oint of □eginning of the □ro□ert□ to □e conve□ed □□ this deed□the land here□□ conve□ed □eing a stri□ of land 50 feet wide, r□nning East and West, the North □o□ndar□ of which is the North □o□ndar□ of Section 18, Townshi□ 24 So□th, Range 36 East, and the east □o□ndar□ of which is the East line of said section. Less F.E.C. R.R. right-of-wa□.

Number Fifteen (15):

Start at the NE corner of Section 18, Townshi□ 24 So□th, Range 36 East and □roceed West on the North line of said Section 18, a distance of 302.52 feet to a point; thence S. 23º24′30″ E. to a □oint which is 50 feet So□th (□□ right angle □eas□re□ent) fro□ the North line of said Section 18, which is the point of beginning; thence for a first course run S. 23º24′30″ E. to a point 100 feet So□th (□□ right angle □eas□re□ent) fro□ said Section 18□thence for a third co□rse r□n North on said section line, a distance of 50 feet□thence for a fo□rth co□rse, r□n West to the □oint of □eginning, □eing a stri□ of land 50 feet wide r□nning East and West, the North □o□ndar□ of which is □arallel to and 50 feet distant fro□ (□□ right angle □eas□re□ent) the North line of Section 18, Townshi□ 24 So□th, Range 36 East.

Number Sixteen (16) North Half of Lot:

Start at the NE corner of Section 18, Townshi□ 24 So□th, Range 36 East, and □roceed West on the North line of said Section 18, a distance of 302.52 feet to a point; thence S. 23º24′30″ E. to a □oint which is So□th 100 feet (□□right angle □eas□re□ent) fro□ the North line of said Section 18, which is the □oint of □eginning of the □ro□ert□ to □e conve□ed □□ this deed□thence for a first co□rse go East and □arallel to and 100 feet distant fro□ (□□right angle □eas□re□ent) the North line of said Section 18 to a □oint on the East line of said Section 18, which is 100 feet So□th fro□ the NE corner of said Section 18□thence for a second co□rse of the □ro□ert□ to □e conve□ed □□ this deed, go So□th and along the East line of said Section 18, a distance of 50 feet to a □oint□thence for a third co□rse go West and □arallel to and 150 So□therl□fro□ (□□right angle □eas□rement) the North line of said Section 18 to a point which is S. 23º24′30″ E. from the point of beginning of the property; thence for a fourth course go N. 23º24′30″ W. to the point of □eginning, □eing a stri□ of land 50 feet wide r□nning East and West, the North □o□ndar□ of which is □arallel to and 100 feet distant fro□ (□□ right angle □eas□re□ent) the North line of Section 18, Townshi□ 24 So□th, Range 36 East. Less F.E.C. R.R. right-of-wa□.

Number Sixteen (16) South Half of Lot:

Start at the NE corner of Section 18, Townshi□ 24 So□th, Range 36 East, and □roceed West on the North line of said Section 18, a distance of 302.52 feet to a □oint□thence S. 23º24′30″ E. to a □oint which is So□th 150 feet (□□right angle □eas□re□ent) fro□ the North line of said Section 18, which is the □oint of □eginning□thence for a first co□rse go East and □arallel to and 150 feet distant fro□ (□□ right angle □eas□re□ent) the North line of said Section 18 to a □oint on the East line of said Section 18, which is 150 feet So□th fro□ the NE corner of said Section 18□ thence for a second co□rse go So□th and along the East line of said Section 18, a distance of

50 feet to a □oint□thence for a third co□rse go West and □arallel to and 200 feet So□therl□fro□ (by right angle measurement) the North line of said Section 18 to a point which is S. 23º24′30″ E. from the point of beginning; thence for a fourth course go N. 23º24′30″ W. to the point of □eginning, □eing a stri□ of land 50 feet wide r□nning East and West, the North □o□ndar□ of which is □arallel to and 150 feet distant fro□ (□□ right angle □eas□re□ent) the North line of Section 18, Townshi□24 So□th, Range 36 East. Less F.E.C. R.R. right-of-wa□.

Number Seventeen (17):

Start at the NE corner of Section 18, Townshi□24 So□th, Range 36 East, and □roceed West on the North line of said Section 18, a distance of 302.52 feet to a point; thence S. 23º24′30″ E. to a □oint which is So□th 200 feet (□□right angle □eas□re□ent) fro□ the North line of said Section 18, which is the □oint of □eginning□thence for a first co□rse go East and □arallel to and 200 feet distant fro□ (□□right angle □eas□re□ent) the North line of said Section 18 to a □oint on the East line of said Section 18, which is 200 feet So□th fro□ the NE corner of said Section 18□ thence for a second co□rse go So□th and along the East line of said Section 18, a distance of 50 feet to a □oint□thence for a third co□rse go West and □arallel to and 250 feet So□therl□fro□ (□□right angle □eas□re□ent) the North line of said Section 18 to a point which is S. 23º24′30″ E. from the point of beginning; thence for a fourth course go N. 23º24′30″ W. to the point of □eginning, □eing a stri□ of land 50 feet wide r□nning East and West, the North □o□ndar□ of which is □arallel to and 200 feet distant fro□ (□□ right angle □eas□re□ent) the North line of Section 18, Townshi□24 So□th, Range 36 East. Less F.E.C. R.R. right-of-wa□.

Number Eighteen (18) Legal Description For Parcel #2:

As recorded in O.R. Book 554, Page 805, of the P□□lic Records of Brevard Co□nt□, Florida:

Parcel #2: Begin at the Northwest corner of Section 17, Townshi□24 So□th, Range 36 East, Cit□of Cocoa, Brevard Co□nt□, Florida; thence S. 00º15′40″ E., a distance of 396.00 feet along the West line of Section 17, to the Point Of Beginning; thence continue S. 00º15′40″ E., along the West line of Section 17, a distance of 956.66 feet, □ore or less, to a □oint, which is on the North right-of-way of State Road No. 528 as now surveyed and laid out; thence N. 80º57′40″ E. along the North right-of-wa□line of State Road No. 528, a distance of 105.46 feet to a □oint□ thence N. 62º53′50″ E., a distance of 372.50 feet to a point in the Westerl□right-of-wa□line of the FEC R.R.; thence N. 27º06′10″ W., along the Westerly right-of-wa□line of the FEC R.R., a distance of 551.16 feet to the P.C. of a c□rve to the right□thence contin□e along the Westerl□ right-of-wa□line of the FEC R.R. along the afore□entioned c□rve to the right, with a central angle of 3º06′32″ and a radius of 5779.58 feet, a distance of 313.59 feet to a point; thence S. 89º53′14″ W., a distance of 53.78 to the Point Of Beginning, containing 5.36 acres, more or less.

Corrective Legal Description For Parcel #2

Legal Descri□tion is Based on Attached S□rve□as Re□□ested □□Florida East Coast Railwa□Co.

Begin at the Northwest corner of Section 17, Townshi□24S, Range 36E, Cit□of Cocoa, Brevard County, Florida; thence 00º16′23″ E., a distance of 396.00 feet along the West line of said Section 17, to the Point Of Beginning; thence continue S. 00º16′23″ E. along the West line of said Section 17, a distance of 963.95 feet to a □oint, which is on the north right-of-wa□of State Road No. 528 as now surveyed and laid out; thence N. 80º56′57″ E. along the said north right-of-way line of State Road No. 528, a distance of 105.45 feet to a point; thence N. 62º53′07″ E., a distance of 372.83 feet to a □oint on the westerl□right-of-wa□line of the FEC R.R.□thence N. 27º06′51″ W., along the said westerly right-of-wa□line of the FEC R.R.□a distance of 499.54 feet to the P.C. of a c□rve to the right□thence contin□e along the said westerl□right-of-wa□line of the FEC R.R. along the aforementioned curve to the right, with a central angle of 03º39′01″ and a radius of 5779.83 feet a distance of 368.23 feet to a point; thence S. 89º52′58″ W. a distance of 55.64 feet to the Point Of Beginning, containing 5.38 acres, □ore or less.

Number Nineteen (19) Richard Tenzel Sliver:

Begin at the Northeast corner of the So□theast □ of the Northeast □ of Section 18, Townshi□ 24 South, Range 36 East, City of Cocoa, Brevard County, Florida; thence N. 88º14′12″ W. a distance of 594.29 feet to a □oint which is on the North right-of-wa□ of State Road No. 528□ thence continue East along a curve to the left, with a central angle of 07º18′01″ and a radius of 3719.71 feet a distance of 473.94 feet to the Point of Beginning, containing 0.22 acres □ore or less.

Number Twenty (20) Additional Triangular Tract (south of Number Eighteen (18)), Part of Parcel 253, Section 17, Township 24 South Range 36 East:

Begin at this Northwest corner of Section 17, Townshi□ 24 So□th, Range 36 East, thence S. 00º16′23″ E. a distance of 1359.95 feet to a □oint, which is on the North right-of-wa□ of State Road No. 528 as now surveyed and laid out; thence N. 80º56′57″ E. along the said North right-of-wa□ line of State Road No. 528, a distance of 105.46 feet to a □oint on the Westerl□ right-of-way line of State Road No. 528, which is also the Point of Beginning; thence S. 80º56′57″ W. along the said North right-of-wa□ line of State Road No. 528, a distance of 105.45 feet to a point; thence N. 62º53′07″ E., a distance of 372.83 feet to a point on the Westerl□ right-of-wa□ line of FEC R.R.; thence S. 27º06′05″ E., along the said right-of-wa□ line of the FEC R.R. to the Point of Beginning, containing 0.41 acres □ore or less.

Number Twenty-One (21) Cidco Road:

A tract of land l□ing in Section 7, Townshi□ 24 So□th, Range 36 East, Brevard Co□nt□, Florida. More □artic□larl□ descri□ed as follows:

Co□ □ence at the Northwest corner of the So□thwest □ of the Northwest □ of the So□theast □ of said Section 7, also the so□th right-of-wa□ of Cidco Road, and run N. 88º06′55″ E., along said right-of-way, a distance of 1122.95 feet; thence N. 00º13′32″ E., a distance of 50 feet to a point on the north right-of-way of Cidco Road; thence S. 88º06′55″ W., along said right-of-wa□, a distance of 1122.95 feet to a □oint on the west line of the So□theast □ of said Section 7, thence S. 00º13′32″ W. a distance of 50 feet to a point on the South right-of-wa□ of Cidco Road and the Point of Beginning.

(9) *Ordinance No. 14-01:*

Oleander Power Project:

Descri□tion (North):

A □arcel of land l□ing in Section 26, Townshi□ 24 So□th, Range 35 East, Brevard Co□nt□, Florida □eing □ore □artic□larl□ descri□ed as follows:

Begin at the Northwest corner of the So□theast □ of said Section 26, and r□n S. 00□01'47" W., along the west line of said So□theast □, a distance of 1095.33 feet to a □oint on the north right-of-wa□ line of Townsend Road as descri□ed in Official Records Book 4218, at Pages 856 thro□gh 859, P□□lic Records of Brevard Co□nt□, Florida□thence N. 89□30'45" E., along said north right-of-wa□ line, a distance of 720.55 feet to the □oint of c□rvat□re of a 433.00-foot radi□s c□rve to the right□thence so□theasterl□, along the arc of said c□rve and along said right-of-wa□ line, thro□gh a central angle of 62□29'26" a distance of 472.26 feet to a □oint on the so□th line of the Northwest □ of said So□theast □ □thence N. 89□30'45" E., along said so□th line, a distance of 222.81 feet to the so□theast corner of said Northwest □ of the So□theast □ □thence N. 00□00'30" E., along the east line of said Northwest □ of the So□theast □, a distance of 1327.20 feet to the Northeast corner of said Northwest □ of the So□theast □ □thence S. 89□33'41" W., along the north line of said Northwest □ of the So□theast □, a distance of 1329.00 feet to the Point of Beginning.

Descri□tion (So□th)

A □arcel of land l□ing in Section 26, Townshi□ 24 So□th, Range 35 East, Brevard Co□nt□, Florida, □eing □ore □artic□larl□ descri□ed as follows:

Co□ □ence at the northwest corner of the So□theast □ of said Section 26, and r□n S. 00□01'47" W., along the west line of said So□theast □, a distance of 1161.33 feet to a □oint on the so□th right-of-wa□ line of Townsend Road as descri□ed in Official Records Book 4218, at Pages 856 thro□gh 859, P□□lic Records of Brevard Co□nt□, Florida, the Point of Beginning□ thence contin□e S. 00□01'47" W., along said west line a distance of 167.01 feet to the so□thwest corner of said Northwest □ of the So□theast □ □thence N. 89□30'45" E., along the so□th line of said Northwest □ of the So□theast □, a distance of 664.76 feet to a □oint on the east line of the West □ of said Northwest □ of the So□thwest □ □thence N. 00□01'09" E., along said east line, a distance of 167.01 feet to a □oint on the aforesaid so□th right-of-wa□ line of Townsend Road□ thence S. 89□30'45" W., along said so□th right-of-wa□ line, a distance of 664.73 feet to the Point of Beginning.

(10) *Ordinance No. 02-02:*

Legal Description Part 1: A Parcel of land l□ing in Section 7, Townshi□ 24 So□th, Range 36 East, Brevard Co□nt□, Florida □eing □ore □artic□larl□ descri□ed as follows:

Fro□ the West □ Corner of said Section 7 R□n N00□03'41"E along the West line of the Northwest □ of said Section 7 a distance of 330.19 feet to a □oint on the North line of the So□th □ of the So□th □ of said Northwest □ □thence r□n N87□44'17"e along said North line 1327.89 feet to an intersection with the East line of a 43.21 foot wide drainage ease□ ent as shown on the □lat of Cidco Park as recorded in Plat Book 22, Page 51 of the P□□lic Records of Brevard Co□nt□, Florida □eing the □oint of □eginning of the herein descri□ed □arcel□ thence contin□e N87□44'17"E along said line North line 492.71 feet to the Northwest corner of that □arcel of land descri□ed in Official Records Book 3411, Page 4305 of the P□□lic Records of Brevard Co□nt□, Florida□thence r□n along the West line of said □arcel S02□00'01"E 587.36 feet□thence de□arting fro□ said North line N36□13'32"W 2.63 feet□ thence N36□09'47"W 21.39 feet□ thence N29□47'40"W 57.52 feet□ thence N27□39'40"W 37.05 feet□thence N 33□55'39"W 14.12 feet□thence S 87□54'04"W 429.40 feet to the intersection with the aforesaid East line of a 43.21 drainage ease□ ent, thence r□n N01□56'11"W along said East line 469.71 feet to the □oint of □eginning. Containing 5.412 acres □ore or less.

Legal Description Part 2: (Per Orb 2100 PG 2757) A □arcel of land l□ing in Section 7, Townshi□ 24 So□th, Range 36 East, Tallahassee Meridian, Brevard Co□nt□, Florida, □eing □ore s□ecificall□ descri□ed as follows:

Fro□ the intersection thereof with the East line of the Northeast □ of the So□thwest □ of said Section 7 and the Northerl□ right-of-line of Cidco Road, as shown on the Plat of Cidco Park, as recorded in Plat Book 22, Page 51, of the P□□lic Records of Brevard Co□nt□, Florida, □ear S89□47'20"w along the Northerl□ right-of-wa□ line of said Cidco Road, a distance of 265.37 feet to the Westerl□ right-of-wa□ line of East Ind□str□ Road□thence S88□10'45"W, along the Northerl□ right-of-wa□ line of a 50 foot drainage ease□ ent according to said □lat of Cidco Park, a distance 156.25 feet to the □oint of □eginning□ thence contin□e S88□10'45"W, along said Northerl□ right-of-wa□ line, a distance of 150.00 feet□thence N01□53'05"W, a distance of 400.92 feet□thence N88□31'50"E, a distance of 150.00 feet□thence S01□53'05"E a distance of 400.00 feet to the □oint of □eginning of this descri□tion.

(11) *Ordinance No. 03-02:*

Legal Description: Lot 12, Block 3, Clearlake Terrace Subdivision:

Co□ □ence at the Northeast □ of Section 19, Townshi□ 24 So□th, Range 36 East, Brevard Co□nt□, Florida, □eing □ore □artic□larl□ descri□ed as □eginning at the Northeast □ of said Section 19□thence West N 89□34'00" W along the northerl□ line of said Section 19 a distance of 33 feet to the West right-of-wa□ line of Clearlake Road□thence S00□09'48"E along said right-of-wa□ line a distance of 49.73 feet to the Northeast corner of Lot 12 and also So□theast corner of Lot 11, Block 3 of Clearlake Terrace S□□division as recorded in Plat Book 11, Page 103 of the □□□lic records of Brevard Co□nt□ and also the Point of Beginning□thence S00□09'48"E along said right-of-wa□ line a distance of 80.00 feet□thence S89□50'12"W a distance of 116.63 feet□thence N00□09'48"W a distance of 80.00 feet□ thence N89□50'12"E a distance of 116.86 feet to the Point of Beginning.

Lot 13, Block 3, Clearlake Terrace Subdivision:

Co□ □ence at the Northeast □ of Section 19, Townshi□ 24 So□th, Range 36 East, Brevard Co□nt□, Florida, □eing □ore □artic□larl□ descri□ed as □eginning at the Northeast □ of said Section 19□thence West N 89□34'00" W along the northerl□ line of said Section 19 a distance of 33 feet to the West right-of-wa□ line of Clearlake Road□thence S00□09'48"E along said right-of-wa□ line a distance of 129.73 feet to the Northeast corner of Lot 13 and also So□theast corner of Lot 12, Block 3 of Clearlake Terrace S□□division as recorded in Plat Book 11, Page 103 of the □□□lic records of Brevard Co□nt□ and also the Point of Beginning□thence S00□09'48"E along said right-of-wa□ line a distance of 110.00 feet□ thence N89□34'00"W a distance of 116.32 feet□thence N00□09'48"W a distance of 108.79 feet□thence N89□50'12"E a distance of 116.63 feet to the Point of Beginning.

(12) *Ordinance 18-02.*

AN-01-01—LEGAL DESCRIPTION BY METES AND BOUNDS

A □arcel of land I□ing in the So□thwest □ of Section 7, Townshi□ 24 So□th, Range 36 East, Brevard Co□nt□, Florida, □eing □ore □artic□larl□ descri□ed as follows:

Co□ □ence at a concrete □on□□ent □arking the So□thwest corner of said Section 7, and r□n N. 88□09'29"E., along the So□th line of said section, a distance of 1058.50 feet to an iron rod, the POINT OF BEGINNING□thence contin□e N.88□09'29"E., along said So□th line, a distance of 1339.49 feet to a □oint on the West right of wa□ line of East Ind□str□ Drive (a 230 foot wide right of wa□), said □oint □eing on an 80.00 foot radi□s c□rve to the left, having a radial □earing of N.60□01'20"W.□thence Northerl□, along the arc of said c□rve and along said right of wa□ line, thr□ a central angle of 30□08'38" a distance of 42.09 feet to a □oint of tangenc□□thence N.00□09'58"W., along said West right of wa□ line, a distance of 685.69 feet to a □oint on the So□th right of wa□ line of Greens□oro Road (a 100 foot wide right of wa□)□thence S.87□49'50"W., along said So□th right of wa□ line, a distance of 20.93 feet to the □oint of c□rvat□re of a 350.00 foot radi□s c□rve to the left□ thence So□thwesterl□, along the arc of said c□rve and along said So□th right of wa□ line, thr□ a central angle of 12□16'02" a distance of 74.94 feet to a □oint on the So□therl□ right of wa□ line of Grisso□ Parkwa□ (a 200 foot wide right of wa□) as defined □□ right of wa□ □a□s for Grisso□ Parkwa□□re□ared □□D□er, Riddle, Mills and Preco□rt, Inc. dated A□ril 3, 1987, said □oint □eing on a 572.96 foot radi□s c□rve to the left having a radial □earing of S.44□17'58"W.□thence Northwesterl□, along the arc of said c□rve and along said So□therl□ right of wa□ line of Grisso□ Parkwa□, thr□ a central angle of 11□53'40", a distance of 118.94 feet to a □oint on the So□therl□ line of a right of wa□ taking recorded in O.R. 2929, Page 1501, said □oint □eing on a 1695.00 foot radi□s c□rve to the left having a radial □earing of S.09□11'35"W.□thence Northwesterl□, along the arc of said c□rve and long said So□therl□ right of wa□ line of Grisso□ Parkwa□, thr□ a central angle of 11□02'06" a distance of 326.45 feet to a □oint of tangenc□□thence S.88□09'29"W., along said So□therl□ right of wa□ line of Grisso□ Parkwa□, a distance of 540.62 feet to a □oint on the West line of a Drainage Ease□ent recorded in O.R. 2690, Page 1195□the S.10□21'39"E., along said West line, a distance of 391.17 feet to a □oint on the North right of wa□ line of Greens□oro

Road□thence N.79□41'19"E., along said North right of wa□ line, a distance of 138.83 feet to the Northeast corner of said right of wa□□thence S.10□18'41"E., along the Easterl□ end of said right of wa□, a distance of 100.00 feet to a □oint on the So□th right of wa□ line of said Greens□oro Road□thence S.79□ 41'19"W., along said So□th right of wa□ line, a distance of 517.18 feet to a □oint on the West line of a 30 foot wide Gas Trans□ission Ease□ ent recorded in O.R. 498, Page 427□thence S.08□58'17"E., along said West line, a distance of 277.80 feet to the POINT OF BEGINNING□containing 20.908 acres.

S□□ject to a Drainage Ease□ ent recorded in O.R. 2690, Page 1195□s□□ject to a 30 foot wide Gas Trans□ ission Ease□ ent recorded in O.R. 498, Page 427□S□□ject to a 10 foot wide Florida Power & Light Co. Ease□ ent recorded in O.R. 1700, Page 950□s□□ject to a 5 foot wide Florida Power & Light Co. Ease□ ent recorded in O.R. 2544, Page 1902□and s□□ject to all other ease□ ents, restrictions and rights of wa□of record.

(13) *Ordinance 6-03.*

Legal Description for Alan Cowart and Michael Quinn Properties:

A □arcel of land l□ing in Section 26, Townshi□ 24 So□th, Range 35 East, Brevard Co□nt□, Florida, □eing □ ore □artic□larl□ descri□ed as follows:

Co□ □ ence at the East □ corner of said Section 26, and r□n S89□32'34"W, along the north line of the so□theast □ of said section, a distance of 45.00 feet to a □oint on the west right of wa□ line of Cox Road□thence S00□01'54"E, along said west right of wa□ line, a distance of 100.00 feet to the Point of Beginning□thence contin□e S00□01'54"E, along said west right of wa□ line, a distance of 255.09 feet to a □oint of c□rvat□re of a 30.00 foot radi□s right of wa□ transition c□rve to the right□thence so□thwesterl□ along the arc of said c□rve, thr□ a central angle of 90□00'00", a distance of 47.12 feet to a □oint of tangenc□ on the north right of wa□ line of Wright Co□rt (an 80 foot wide right of wa□)□thence S89□58'06"W, along said north right of wa□ line, a distance of 790.05 feet to the □oint of c□rvat□re of a 130.00 foot radi□s c□rve to the left□thence so□thwesterl□, along the arc of said c□rve and along said right of wa□ line, thr□ a central angel of 37□27'46" a distance of 85.00 feet□thence N37□29'40"W, on a line radial to the aforesaid right of wa□c□rve, a distance of 125.25 feet□ thence S89□29'45"W, □arallel with the north line of lands descri□ed in O.R. 3641, Page 1284 of the □□□lic records of Brevard Co□nt□, Florida, a distance of 308.79 feet to a □oint on the west line of the northeast □ of the so□theast □□thence N00□00'37"W, along said west line, a distance of 205.50 feet to a □oint 100.00 feet so□th of the northwest corner of said northeast corner of the so□theast □□thence N89□32'34"E, □arallel with the aforesaid north line of the so□theast □, a distance of 1284.04 feet to the Point of Beginning.

(14) *Ordinance 7-03.*

DESCRIPTION AS FURNISHED: EAST SAWYER-MCQUAIG ACCESS PARCEL:

An Ease□ ent on, over and □□on the following descri□ed □ro□ert□, to wit: A □arcel of land l□ing in the Northeast □ of Section 26, Townshi□ 24 So□th, Range 35 East, Brevard Co□nt□, Florida, the so□ e □eing □artic□larl□ descri□ed as follows:

Co□ □ ence at the Northeast corner of the Northeast □ of said Section 26 and r□n So□th 89□31'34" West along the North line of said Section 26 for 45.00 feet to a □oint on the West right of wa□ line of Cox Road, as said right of wa□ is descri□ed in Official Record Book 587, Page 959, □□□lic records of Brevard Co□nt□, Florida, thence r□n So□th 00□06'04" East along said West right of wa□ line for 265.59 feet to the Point of Beginning of this Ease□ ent□ thence contin□e So□th 00□06'04" East along said West right of wa□ line for 66.00 feet□ thence r□n So□th 89□31'44" West for 684.30 feet□thence r□n North 00□06'04" (W.) for 66.00 feet□thence r□n North 89□31'44" East for 684.30 feet to the Point of Beginning□LESS AND EXCEPT the West 66 feet thereof.

(15) *Ordinance 8-03.*

DESCRIPTION AS FURNISHED: MERRITT-MAURER PARCELS (MAURER PARCEL):

A □art of land □eing □art of the West □ of the Northwest □ of the So□theast □ of Section 23, Townshi□ 24 So□th, Range 35 East, l□ing So□th of the So□therl□ right of wa□ line of State Road No. 524 (a 200 foot right of wa□), □eing □ore □artic□larl□ descri□ed as follows: Begin at the intersection of said So□therl□ right of wa□ line with the West line of the said So□theast □ and r□n S.00□03'44"W., along said West line a distance of 433.18 feet□thence r□n (N.) 89□49'21"E., along the So□th line of the said Northwest □ of the So□theast □ a distance of 331.19 feet□thence r□n N.00□02'45"E., along the East line of the said West □ of the Northwest □ of the So□theast □, a distance of 223.53 feet□ thence r□n S.89□49'21"W., □arallel to the said So□th line of the Northwest □ of the So□theast □, a distance of 306.12 feet□thence r□n N.00□03'44"E., □arallel to and 25 feet distance fro□ said West line of the So□theast □, a distance of 228.35 feet, to a □oint on the said So□therl□ right of wa□ line□thence r□n S.53□07'46"W., along said So□therl□ right of wa□ line, a distance of 31.28 feet, to the Point of Beginning.

Together with: (MERRITT PARCEL)

A □arcel of land □eing □art of the West □ of the West □ of the Northwest □ of the So□theast □ of Section 23, Townshi□ 24 So□th, Range 35 East, l□ing So□th of the So□therl□ right of wa□ line of State Road No. 524, (a 200 foot right of wa□), □eing □ore □artic□larl□ descri□ed as follows:

Co□ □ence at the intersection of the said So□therl□ right of wa□ line with the West line of said So□theast □ and r□n North 53□07'46" East, along said So□therl□ right of wa□ line a distance of 31.28 to the Point of Beginning□thence contin□e North 53□07'46" East, along said right of wa□ line a distance of 382.80 feet□thence r□n So□th 00□02'45" West, along the East line of the said West □ of the West □ of the Northwest □ of the So□theast □, a distance of 457.08 feet□thence r□n So□th 89□49'21" West, □arallel to the So□th line of the said Northwest □ of the So□theast □, a distance of 306.12 feet□thence r□n North 00□03'44" East, □arallel to and 25 feet distant fro□ said West line of the So□theast □, a distance of 228.35 feet to the Point of Beginning.

(16) *Ordinance 9-03.*

Legal Description for property owned by Cocoa Freewill Baptist Church, Inc.:

A □arcel of land l□ing in the So□th □ of the Northeast □ of the So□thwest □ of Section 29, Townshi□ 24 So□th, Range 36 East, Brevard Co□nt□, Florida, the sa□e □eing □artic□larl□ descri□ed as follows:

Co□ □ence at the Northeast corner of the □lat of Hendr□ Gardens, recorded in Plat Book 0009, Page 0031, of the □□□lic records of Brevard Co□nt□, Florida, said □oint □eing the Northeast corner of Lot 18 of said □lat and the Point of Beginning□thence go West along the North line of said □lat a distance of 662 feet to the Northwest corner of Lot 15 of said □lat□thence go So□th along the West line of said Lot 15 a distance of 300 feet to the So□thwest corner of said Lot 15□thence go East along the So□th line of said Lot 15 a distance of 512 feet to a □oint 246 feet East of the So□thwest corner of Lot 17 of said □lat□ thence go North and □arallel to the West line of said Lot 17 a distance of 150 feet to a □oint on the So□th line of Lot 18 of said □lat and a □oint 246 feet East of the So□thwest corner of said Lot 18□thence East along the So□th line of said Lot 18 a distance of 140 feet to the So□theast corner of said Lot 18□thence North along the East line of said Lot 18 a distance of 150 feet to the Northeast corner of said Lot 18 and the Point of Beginning.

(17) *Ordinance 10-03* as a□ended □□*Ordinance 14-03.*

Legal Description:

The s□□ject □ro□ert□ is generall□ descri□ed as an area located in Sections 22, 23, 26, and 27, Townshi□ 24 So□th, Range 35 East, Brevard Co□nt□, Florida, □eing □ore □artic□larl□ descri□ed as follows:

Co□ □ence at the So□th □ of Section 26, Townshi□ 24 So□th, Range 35 East□thence r□n N00□24'29"E along the East line of the West □ of said section, 60.20 feet to the North right of wa□ line of State Road No. 520□thence r□n S89□59'08"W, along said North right of wa□ line a distance of 1320.04 feet to the West line of the East 1320.00 feet of said West □, thence r□n N00□24'29"E, along said West line and □arallel to and 1320.00 feet at right angle □eas□re□ent fro□ said East line of the West □, a distance of 2706.25 feet to the West right of wa□ line of Interstate Ro□te No. 95□thence r□n N30□19'38"W, along said West right of wa□ line a distance of 74.10 feet to the Point of Beginning□thence r□n S89□59'08"W, □arallel to and 2769.93 feet of right angle □eas□re□ents fro□ said North right of wa□ line of State Road No. 520, a distance of 1078.94 feet to a □oint 150 feet East of the right of wa□ line of Frida□ Road□thence r□n N00□26'28"E, □arallel to and 150 feet East fro□ said right of wa□ line of said Frida□ Road, a distance of 358.59 feet□thence r□n N89□50'31"W, □arallel to the So□th line of the Northwest □ of said Section, a distance of 150 feet to a □oint on the East right of wa□ line of said Frida□ Road□thence r□n N00□21'37"W along said East right of wa□ line, a distance of 196.95 feet to the □oint of c□rvat□re of a 1096.28 foot radi□s c□rve to the left□thence Northwesterl□ along the arc of said c□rve and said right-of-wa□ line, thro□gh a central angle of 36□57'57" a distance of 707.29 feet□thence r□n N36□36'18"W, along the northeast right of wa□ line of Frida□ Road a distance of 532.51 feet to the So□th right of wa□ line of State Road No. 524, a 200 foot right of wa□, and the Northwest corner of a □arcel of land descri□ed in ORB 691, Page 561 of said P□□lic Records□thence r□n S53□23'42"W, along the So□th right of wa□ line of said State Road No. 524, a distance of 100 feet to the west right of wa□ line of said Frida□ Road□thence S53□23'42"W, along the So□th right of wa□ line of said State Road No. 524, a distance of 923.60 feet to a □oint on the West line of the East □ of Northeast □ of said Section 27□thence S00□29'09"W, along the East □ of Northeast □ of said Section 27, a distance of 2803.14 feet to the So□theast corner of said Northwest □ of the So□theast □ of said Section 27□thence S89□26'01"W, along the So□th line of said Northwest □ of the So□theast □, a distance of 1321.44 feet to the So□thwest corner thereof□thence r□n N00□22'55"E, along the East line of the West □ of said Section 27 a distance of 85.64 feet□ thence r□n S89□17'00"W, □arallel with the North right of wa□ line of State Road No. 520, a distance of 679.11 feet□thence r□n N00□42'50"E, □arallel to the East line of the West □ of said Section 27 a distance of 225.00 feet□thence r□n S89□17'03"W, □arallel with the North right of wa□ line of State Road No. 520, a distance of 655.56 feet□thence r□n N00□42'50"E, □arallel to the East line of the West □ of said Section 27 a distance of 525.87 feet to a □oint on the So□th right of wa□ line of State Road No. 524□thence r□n N00□42'50"E, □arallel to the East line of the West □ of said Section 27 a distance of 254.12 feet to a □oint on the North right of wa□ line of State Road No. 524□thence r□n S53□23'42"W, along the North right of wa□ line of said State Road No. 524 a distance of 1557.77 feet to the East right of wa□ line of Ada□son Road, a 150 foot right of wa□□thence r□n N00□42'51"W, along said East right of wa□ line of Ada□son Road, a distance of 742.88 feet□thence r□n N89□34'38"E, □arallel with the So□th line of the Northwest □, a distance of 656.89 feet□ thence r□n N00□42'51"E, □arallel with said West line of the So□thwest □ of said Section 27, a distance of 331.62 feet□thence r□n S89□34'38"W, □arallel with said So□th line of the Northwest □, a distance of 656.89 feet to a □oint on said East right of wa□ line of Ada□son Road□thence r□n N00□42'51"E, along said East right of wa□ line of Ada□son Road and □arallel with the West line of the So□thwest □ of said Section 27, a distance of 25 feet□ thence r□n N89□34'38"E, □arallel with said So□th line of the Northwest □, a distance of 662.19 feet□thence r□n N00□46'59"E, □arallel with said West line of the Northwest □, a distance of 330.00 feet□thence r□n S89□34'38"W, □arallel with the So□th line of the Northwest □ of said Section 27, a distance of 659.99 feet to a □oint on said East right of

wa□ line of Ada□son Road□thence r□n N00□46'59"E, along said East right of wa□ line of Ada□son Road, a distance of 25.00 feet□thence r□n N89□34'38"E, □arallel with the So□th line of the Northwest □ of said Section 27, a distance of 659.99 feet□ thence r□n N00□46'59"E, □arallel with the West line of the Northwest □ of said Section 27, a distance of 560.00 feet to a □oint on the North line of a 60 foot wide Florida Power and Light Co□ □an□ Ease□ ent recorded in ORB 539, Page 184 of said P□□lic Records□thence r□n N89□34'38"E, along said North line and □arallel with the So□th line of the Northwest □ of said Section 27, a distance of 1227.1 feet□thence N00□46'59"W, □arallel with the aforesaid East right of wa□ line, a distance of 427.65 feet□thence S89□44'30"W, □arallel with the aforesaid North line of said section, a distance of 1887.09 feet to a □oint on said East right of wa□ line of Ada□son Road□thence r□n N00□46'59"E, along said East right of wa□ line of Ada□son Road, a distance of 1095.41 feet to a □oint on the So□th line of lands descri□ed in O.R.B. 2221, Page 1348□thence r□n N89□44'50"E, □arallel with said North line of Section 27, a distance of 660.00 feet□thence r□n N00□46'29"E, □arallel with said East right of wa□ line of Ada□son Road, a distance of 330.00 feet to a □oint on said North line of Section 27 and the So□th line of Section 22□thence r□n S89□44'30"W, along said North line of Section 27 and the So□th line of Section 22, a distance of 660.00 feet to a □oint on said East right of wa□ line of Ada□son Road□thence r□n N00□46'59"E, along said East right of wa□ line of Ada□son Road, a distance of 1320.00 feet to a □oint on the North line of the So□th □ of the So□thwest □ of said Section 22□thence r□n N89□39'08"E, along said North line of the So□th □ of the So□thwest □ of Section 22, a distance of 2565.00 feet to the East line of said So□thwest □ of Section 22□thence r□n S00□46'59"W, along said East line of the So□thwest □ of Section 22, a distance of 1320.00 feet to a □oint on the So□th line of said Section 22 and the North line of said Section 27□thence r□n N89□39'08"E, along said So□th line of Section 22 and the North line of Section 27, a distance of 2326.51 feet to a □oint the West right of wa□ line of Interstate Ro□te No. 95□thence r□n N02□37'46"W, along said West right of wa□ line, a distance of 52.78 feet□thence r□n N59□40'22"E a distance of 500.00 feet to a □oint on the East right of wa□ line of Interstate Ro□te No. 95□thence r□n N30□19'38"W, along said East right of wa□ line of Interstate Ro□te No. 95, a distance of 350.00 feet□thence r□n N36□40'01"W, along said East right of wa□ line of Interstate Ro□te No. 95, a distance of 86.24 feet to a □oint on the North line of the So□th □ of the So□theast □ of the So□theast □ of said Section 22□thence r□n N89□56'08"E, along said North line of the So□th □ of the So□theast □ of the So□theast □ of said Section 22, a distance of 129.11 feet to the Northeast corner of the So□th □ of the So□theast □ of the So□theast □ of said Section 22 and a □oint on the West line of Section 23□thence r□n N00□54'36"E, along said West line of Section 23, a distance of 798.92 feet to the west right of wa□ line of Frida□ Road and a □oint of c□rvat□re□thence So□theasterl□ along the arc of the □oint of c□rvat□re of a 1096.28 foot radi□s c□rve to the left and said right-of-wa□ line, thro□gh a central angle of 36□57'57" a distance of 68.82 feet□thence r□n S00□54'36"W, a distance of 72.51 feet to a □oint on the North line of the So□thwest □ of the So□thwest □ of the said Section 23□thence r□n S89□57'53"E, along said North line of the So□thwest □ of the So□thwest □ of Section 23, a distance of 625.34 feet□thence r□n S36□53'57"E, a distance of 647.97 feet to the north right of wa□ line of State Road No. 524□thence r□n S36□53'57"E, a distance of 200.00 feet to the so□th right of wa□ line of State Road No. 524□thence r□n N53□28'30"E, along said so□th right of wa□ line of State Road No. 524, a distance of 241.62 feet to the East right of wa□ line of a fift□ foot service road as recorded in ORB 674, Page 313 of said P□□lic Records□thence r□n S00□24'30"W along said East right of wa□ line and □arallel to the East line of the So□thwest □ of the So□thwest □ of said Section 23, a distance of 795.86 feet to a □oint on the So□th line of said Section 23, the North line of Section 26□thence r□n S89□33'59"E, along said North line of Section 26, a distance of 5.00 feet to a □oint on the East right of wa□ line of a sixt□ foot right of wa□ as recorded in ORB1531, Page 693 and ORB 1531, Page 691□thence r□n S00□26'11"W along said East right of wa□ line and □arallel to the East line of the Northwest □ of the Northwest □ of said Section 26, a distance of 1858.02 feet to the □oint of c□rvat□re of a 120.00 foot radi□s c□rve to the left□thence So□theasterl□ along the arc of said c□rve and said right-of-wa□ line, thro□gh a central angle of 30□40'13" a distance of 64.24 feet□thence r□n S30□14'02"E,

along said East right of wa□ line, a distance of 34.29 feet□thence r□n S89□56'25"W, a distance of 81.32 feet to a □oint on the East right of wa□ line of Interstate Ro□te No. 95□ thence r□n S30□19'38"E, along said East right of wa□ line, a distance of 611.63 feet□thence r□n S89□59'08"W a distance of 346.06 feet to the West right of wa□ line of said Interstate Ro□te No. 95 and the Point of Beginning.

(18) *Ordinance 13-03.*

Legal Description:

The s□□ject □ro□ert□ is generall□ descri□ed as an area located in Sections 7 and 18, Townshi□ 24 So□th, Range 36 East, Brevard Co□nt□, Florida□and located in Sections 12 and 13, Townshi□ 24 So□th, Range 35 East, Brevard Co□nt□, Florida □eing □ore □artic□larl□descri□ed as follows:

Beginning at a □oint at the Northwest corner of Section 12, Townshi□ 24 So□th, Range 35 East, said □oint □eing the POINT OF BEGINNING□thence So□th 00 degrees 06 □in□tes 51 seconds East along the West line of said Section, a distance of 4,186.45 feet to a □oint on the North right of wa□ line of State Road No. 528 (Beeline Ex□resswa□)□thence So□th 74 degrees 54 □in□tes 58 seconds East, along said North right of wa□ line, a distance of 4,931.47 feet to a □oint on the So□th line of said Section 12 and the North line of Section 13□thence contin□e easterl□ along said North right of wa□ line, a distance of 441.08 feet to a □oint on the East line and a distance of 113.19 feet So□th of the Northeast corner of said Section 13, and on the West line of Section 18, Townshi□ 24 So□th, Range 36 East□ thence So□th 00 degrees 11 □in□tes 51 seconds East along the West line of said Section 18, a distance of 383.16 feet to a □oint on the So□th right of wa□ line of the State Road No. 528 (Beeline Ex□resswa□) interchange, said □oint □eing on the c□rve of a non tangent c□rve to the right, of which the radi□s □oint lies So□th 22 degrees 11 □in□tes 49 seconds West, a radial distance of 5,629.58 feet□thence so□theasterl□ along the arc of said so□therl□right of wa□ line, thro□gh a central angle of 08 degrees 22 □in□tes 45 seconds, a distance of 823.29 feet to a □oint of tangenc□□thence So□th 59 degrees 25 □in□tes 26 seconds East along said so□th right of wa□ line, a distance of 1,478.25 feet□thence So□th 30 degrees 34 □in□tes 34 seconds West along said so□th right of wa□ line, a distance of 50.00 feet□thence So□th 59 degrees 25 □in□tes 26 seconds East along said so□th right of wa□ line, a distance of 137.14 feet□thence North 73 degrees 58 □in□tes 56 seconds East, a distance of 4,030.30 feet to a □oint on the East line of said Section 18 and the North right of wa□ line of said State Road No. 528 (Beeline Ex□resswa□) Interchange, said □oint □eing on the c□rve of a non tangent c□rve to the right, of which the radi□s □oint lies North 04 degrees 54 □in□tes 52 seconds West, a radial distance of 3,719.71 feet□thence westerl□ along the arc along said North right of wa□ line, thro□gh a central angle of 07 degrees 18 □in□tes 01 seconds, a distance of 473.94 feet to a □oint of co□ □o□nd c□rve to the right having a radi□s of 1,809.86 feet and a central angle of 34 degrees 48 □in□tes 46 seconds□ thence westerl□ along the arc, a distance of 1,099.67 feet□thence North 52 degrees 48 □in□tes 05 seconds West, along said North right of wa□ line, a distance of 1,376.16 feet□ thence North 00 degrees 54 □in□tes 16 seconds East, a distance of 83.24 feet to a □oint on the North line of said Section 18, the So□th line of Section 07□thence So□th 88 degrees 14 □in□tes 12 seconds West along said So□th line of Section 07, a distance of 33.91 feet to the So□theast corner of the So□thwest □ of said Section 07 and the East right of wa□ line of East Ind□str□ Road□thence So□th 88 degrees 09 □in□tes 29 seconds West, along the So□th line of said section 07, a distance of 247.21 feet to a □oint on the West right of wa□ line of East Ind□str□ Road□thence contin□e westerl□ along the So□th line of said Section 07, a distance of 1,339.50 feet□thence North 08 degrees 58 □in□tes 17 seconds West, a distance of 277.80 feet to a □oint on the So□th right of wa□ line of Greens□oro Road□thence North 79 degrees 41 □in□tes 19 seconds East along said So□th right of wa□ line, a distance of 517.18 feet to the east ter□in□s of said right of wa□□thence North 10 degrees 18 □in□tes 41 seconds West, a distance of 100.00 feet to a □oint on the North right of wa□ line of Greens□oro Road□thence So□th 79 degrees 41 □in□tes 19 seconds

West along said North right of wa□ line, a distance of 138.83 feet□thence North 10 degrees 21 □in□tes 39 seconds West, a distance of 391.17 feet to the So□th right of wa□ line of Grisso□ Parkwa□□thence North 88 degrees 09 □in□tes 29 seconds East along said So□th right of wa□ line, a distance of 540.63 feet to a □oint of c□rvat□re on the c□rve of a non tangent c□rve to the right, of which the radi□s □oint lies So□th 09 degrees 11 □in□tes 35 seconds West, a radial distance of 1,695.00 feet□thence easterl□ along the arc of said c□rve and along said So□th right of wa□ line, thro□gh a central angle of 11 degrees 02 □in□tes 06 seconds, a distance of 326.45 feet to a □oint on said So□th right of wa□ line, said □oint □eing on the c□rve of a non tangent c□rve to the right, of which the radi□s □oint lies So□th 44 degrees 17 □in□tes 58 seconds West, a radial distance of 572.96 feet□ thence so□theasterl□ along said arc and along said So□th right of wa□ line, thro□gh a central angle of 11 degrees 53 □in□tes 40 seconds, a distance of 118.94 feet to a □oint on said So□th right of wa□ line, said □oint □eing located on a co□ □o□nd c□rve to the right having a radi□s of 350.00 feet and a central angle of 12 degrees 16 □in□tes 02 seconds□ thence so□theasterl□ along said arc and along said So□th right of wa□ line, a distance of 74.94 feet to a □oint of tangenc□□thence North 87 degrees 49 □in□tes 50 seconds East along said right of wa□ line, a distance of 20.93 feet to a □oint on the West right of wa□ line of East Ind□str□ Road□thence North 89 degrees 50 □in□tes 02 seconds East, a distance of 253.14 feet to □oint on the East right of wa□ line of East Ind□str□ Road□thence North 14 degrees 04 □in□tes 43 seconds East along said East right of wa□ line, a distance of 43.15 feet□thence So□th 89 degrees 55 □in□tes 17 seconds East, a distance of 64.00 feet□ thence North 15 degrees 04 □in□tes 43 seconds East, a distance of 98.00 feet□thence North 55 degrees 00 □in□tes 34 seconds West, a distance of 68.72 feet to a □oint of c□rve to the left having a radi□s of 1,585.89 feet and a central angle of 01 degrees 15 □in□tes 52 seconds□thence northwesterl□ along the arc of said c□rve and along the said East right of wa□ line, a distance of 35.00 feet□thence North 00 degrees 13 □in□tes 32 seconds East along said East right of wa□ line, a distance of 72.38 feet to □oint on the North line of the So□th □ of the Northwest □ of the So□theast □ of said Section 07□thence North 88 degrees 04 □in□tes 09 seconds East along said North line, a distance of 9.98 feet□thence North 00 degrees 13 □in□tes 32 seconds East, a distance of 663.05 feet to a □oint on the So□th right of wa□ line of Cidco Road□thence contin□e northerl□ along said line, a distance of 50.00 feet to a □oint on the North right of wa□ line of Cidco Road□thence So□th 88 degrees 06 □in□tes 55 seconds West along said North right of wa□ line, a distance of 123.45 feet to a □oint on the East line of the Northwest □ of said section 07□thence So□th 89 degrees 47 □in□tes 20 seconds West along said North right of wa□ line, a distance of 265.37 feet□thence So□th 88 degrees 10 □in□tes 45 seconds West along said North right of wa□ line, a distance of 156.25 feet to a □oint on the East line of a 50-foot wide drainage ease□ent as recorded in ORB 844, Page 719 in the □□□lic records of Brevard Co□nt□□ thence contin□e westerl□ along said line, a distance of 150.00 feet□thence So□th 88 degrees 08 □in□tes 15 seconds West along said North right of wa□ line, a distance of 200.00 feet□thence So□th 88 degrees 03 □in□tes 49 seconds West along said North right of wa□ line, a distance of 493.75 feet to the East line of a 43.21 foot wide drainage ease□ent□thence North 01 degrees 56 □in□tes 11 seconds West along the East line of said drainage ease□ent, a distance of 939.42 feet to a □oint on the North line of the So□th □ of the So□th □ of the Northwest □ of said Section 07□thence North 87 degrees 44 □in□tes 17 seconds East along said North line, a distance of 492.71 feet□thence North 87 degrees 52 □in□tes 58 seconds East along said North line, a distance of 350.00 feet to a □oint on the East line of the West □ of said Section 07□thence North 00 degrees 00 □in□tes 44 seconds East along said East line, a distance of 335.76 feet to a □oint on the So□th line of the North □ of the So□th □ of the Northwest □ of said Section 07□thence So□th 87 degrees 44 □in□tes 57 seconds West along said So□th line, a distance of 2,616.32 feet to a □oint on the West line of said Section 07□thence North 00 degrees 05 □in□tes 36 seconds East along said West line, a distance of 1,981.05 feet to the Northwest corner of said Section 07 and the Northeast corner of Section 12, Townshi□ 24 So□th, Range 35 East□thence North 88 degrees 32 □in□tes 54 seconds West along the North line

of said Section 12, a distance of 5,287.82 feet to the Northwest corner of said Section 12 to the POINT OF BEGINNING.

Containing 40,113,016.94 s□□are feet or 920.8682 acres, □ore or less.

(19) *Ordinance 15-03.*

Legal Description:

The s□□ject □ro□ert□ is generall□ descri□ed as an area located in Sections 31 and 32, Townshi□ 24 So□th, Range 36 East, Brevard Co□nt□, Florida□ □eing □ore □artic□larl□ descri□ed as follows:

Beginning at a □oint at the So□theast corner of Section 31, Townshi□ 24 So□th, Range 36 East, thence North 00 degrees 01 □in□tes 51 seconds East along the East line of said Section, a distance of 1,320.00 feet to the Northeast corner of the So□th □ of the So□th □ of said Section 31 and said □oint □eing the POINT OF BEGINNING□thence So□th 89 degrees 00 □in□tes 10 seconds West along the North line of said So□th □ of the So□th □ of said Section 31, a distance of 40.01 feet to the West right of wa□line of Clearlake Road□ thence So□th 89 degrees 00 □in□tes 10 seconds West along the North line of said So□th □ of the So□th □ of said Section 31, a distance of 4,580.00 feet to the So□thwest corner of the East □ of the Northwest □ of the So□thwest □ of said Section 31□thence North 00 degrees 01 □in□tes 51 seconds East along the West line of said East □ of the Northwest □ of the So□thwest □ of Section 31, a distance of 1,320.00 feet to the Northwest corner of said East □ of the Northwest □ of the So□thwest □ of Section 31□thence So□th 89 degrees 00 □in□tes 10 seconds West along the North line of the West □ of said Northwest □ of the So□thwest □ of Section 31, a distance of 440.08 feet□thence North 00 degrees 01 □in□tes 51 seconds East and □arallel to the West line of Said Section 31, a distance of 580.65 feet to a □oint 400.00 feet so□th of the So□th right of wa□line of State Road No. 520□thence So□th 89 degrees 51 □in□tes 00 seconds East and □arallel to said So□th right of wa□line of State Road No. 520, a distance of 180.00 feet□thence North 00 degrees 06 □in□tes 36 seconds East □arallel to said West line of Section 31, a distance of 400.00 feet to a □oint on said So□th right of wa□line of State Road No. 520□thence So□th 89 degrees 51 □in□tes 00 seconds East along said So□th right of wa□line, a distance of 100.00 feet□ thence So□th 00 degrees 06 □in□tes 36 seconds West □arallel to said West line of Section 31, a distance of 400.00 feet□thence So□th 89 degrees 51 □in□tes 00 seconds East and □arallel to said So□th right of wa□line of State Road No. 520, a distance of 160.00 feet to a □oint on the West line of said East □ of the Northwest □ of the So□thwest □ of said Section 31□thence North 00 degrees 06 □in□tes 36 seconds East along said West line and □arallel to said West line of Section 31, a distance of 400.00 feet to a □oint on the said So□th right of wa□line of State Road No. 520□thence So□th 89 degrees 51 □in□tes 00 seconds East along said So□th right of wa□line, a distance of 3,300.77 feet to a □oint on the East line of the So□thwest □ of the Northeast □ of said Section 31□thence So□th 00 degrees 06 □in□tes 36 seconds West along said East line, a distance of 1,328.17 feet□ thence North 89 degrees 00 □in□tes 10 seconds East and □arallel to the So□th line of said Section 31, a distance of 1280.00 feet to a □oint on the West right of wa□line of said Clearlake Road□thence North 89 degrees 00 □in□tes 10 seconds East and □arallel to the So□th line of said Section 31, a distance of 40.01 feet to a □oint on the East line of said Section 31 and the West line of Section 32□thence North 89 degrees 00 □in□tes 10 seconds East, a distance of 37.01 feet to the East right of wa□line of Clearlake Road□ thence North 00 degrees 01 □in□tes 51 seconds East along the said East right of wa□line of Clearlake Road, a distance of 96.64 feet□thence North 89 degrees 00 □in□tes 10 seconds East, a distance of 972.32 feet to a □oint 315.82 feet west of the East line of the So□thwest □ of said Section 32□thence So□th 00 degrees 06 □in□tes 36 seconds West and □arallel to said East line, a distance of 411.44 feet□thence North 89 degrees 00 □in□tes 10 seconds East, a distance of 315.82 feet to a □oint on the said East line of the So□thwest □ of Section 32 and the West line of the Pinegrove Park No. 2 Third Addition

S□□division as recorded in Plat Book 19 and Page 46 of the official records of Brevard Co□nt□, Florida□thence So□th 00 degrees 09 □in□tes 19 seconds West along the west line of said East line and West line of said S□□division, a distance of 416.62 feet to the So□thwest corner of Lot 16, Block F, of said S□□division□thence North 89 degrees 00 □in□tes 10 seconds East along the So□th line of said Lot 16, a distance of 128.86 feet to the So□theast corner of said Lot 16□thence North 00 degrees 09 □in□tes 19 seconds East along the East line of said Lot 16, a distance of 5.00 feet to the West right of wa□ line of Gardenia Aven□e□thence North 89 degrees 00 □in□tes 10 seconds East, a distance of 400.00 feet to the So□theast corner of Lot 23, Block D of said S□□division and the West line of Lot 10, Block D, Pinegrove Park No. 2 First Addition S□□division as recorded in Plat Book 17 and Page 88 of the official records of Brevard Co□nt□, Florida□thence So□th 00 degrees 09 □in□tes 19 seconds West along the West line of said S□□division, a distance of 110.00 feet to the So□thwest corner of Lot 11, Block D of said S□□division□thence North 89 degrees 00 □in□tes 10 seconds East along the So□th line of said Lot 11, a distance of 97.005 feet to the So□theast corner of said Lot 11 and the West right of wa□ line of A□rora Street□thence So□th 00 degrees 09 □in□tes 19 seconds West along said West right of wa□ line, a distance of 61.21 feet to the West ter□in□s and centerline of Rosa L Jones Drive (for□ erl□ Poinsett Drive) and the North line of the So□th □ of the So□th □ of said Section 32□thence So□th 89 degrees 00 □in□tes 10 seconds West along said North line of the So□th □ of the So□th □ of said Section 32, a distance of 1,912.17 feet to a □oint on the East right of wa□ line of Clearlake Road□thence So□th 89 degrees 00 □in□tes 10 seconds West, a distance of 37.01 feet to the Northwest corner of the So□th □ of the So□th □ of Section 32, the Northeast corner of the So□th □ of the So□th □ of Section 31, and the POINT OF BEGINNING.

Containing 10,100,385 s□□are feet or 231.87 acres, □ore or less.

(20) *Ordinance 16-03.*

Legal Description:

The s□□ject □ro□ert□ is generall□ descri□ed as an area located in the So□thwest □ of Section 27, Townshi□ 24 So□th, Range 35 East, Brevard Co□nt□, Florida □eing □ore □artic□larl□ descri□ed as follows:

Beginning at a □oint at the So□theast corner of the So□thwest □ of Section 27, r□n North 00 degrees 22 □in□tes 55 seconds East along the East line of said So□thwest □ of Section 27, a distance of 67.30 feet to a □oint on the North Right of wa□ line of State Road No. 520, said □oint □eing the POINT OF BEGINNING□thence contin□e North 00 degrees 22 □in□tes 55 seconds East along said East line, a distance 1355.54 feet to a □oint□ thence So□th 89 degrees 17 □in□tes 03 seconds West, □arallel with said North right of wa□ line of State Road No. 520, a distance of 679.11 feet to a □oint 1355.72 feet fro□ said North right of wa□ line of State Road No. 520 along a line □earing So□th 00 degrees 42 □in□tes 51 seconds West, □arallel with the West line of said Section 27□thence r□n North 00 degrees 42 □in□tes 51 seconds East □arallel with said West line of Section 27, a distance of 225.00 feet to a □oint□thence r□n So□th 89 degrees 17 □in□tes 03 seconds West □arallel with said North right of wa□ line of State Road No. 520, a distance of 655.56 feet to a □oint 1580.72 feet fro□ the said North right of wa□ line of State Road No. 520 along a line □arallel to said West line of Section 27□thence So□th 00 degrees 42 □in□tes 51 seconds West □arallel with said West line of Section 27, a distance of 241.99 feet to a □oint□thence r□n So□th 89 degrees 17 □in□tes 03 seconds West □arallel with the said north right of wa□ line of State Road No. 520, a distance of 340.28 feet to a □oint 1338.73 feet fro□ said North right of wa□ line of State Road No. 520 along a line □arallel to said West line of Section 27, thence r□n So□th 00 degrees 42 □in□tes 51 seconds West □arallel with said West line of Section 27, a distance of 546.48 feet to a □oint□thence r□n So□th 89 degrees 17 □in□tes 03 seconds West □arallel with said North right of wa□ line of State Road No. 520, a distance of 275.00 feet to a □oint 792.25 feet fro□ said North right of wa□

line along a line □arallel to said West line of Section 27□thence r□n So□th 00 degrees 42 □in□tes 51 seconds West □arallel to said West line of Section 27, a distance of 22.76 feet to a □oint□thence r□n So□th 89 degrees 17 □in□tes 03 seconds West □arallel to said North right of wa□ line of State Road No. 520, a distance of 283.13 feet to a □oint 769.49 feet fro□ said North right of wa□ line of State Road No. 520 along a line a □arallel to said West line of Section 27□thence r□n So□th 00 degrees 42 □in□tes 51 seconds West □arallel to said West line of Section 27, a distance of 115.55 feet to a □oint□thence r□n So□th 89 degrees 17 □in□tes 03 seconds West □arallel to said North right of wa□ line of State Road No. 520, a distance of 333.16 feet to a □oint on the East right of wa□ line of Ada□son Road□thence r□n So□th 00 degrees 42 □in□tes 51 seconds West □arallel to said West line of Section 27, a distance of 653.94 feet to a □oint on said North right of wa□ line of State Road No. 520□thence r□n North 89 degrees 17 □in□tes 03 seconds East along said North right of wa□ line of State Road No. 520, a distance of 2574.11 feet to the POINT OF BEGINNING.

Containing 70.48 acres, □ore or less.

(21) *Ordinance 57-03.*

The s□□ject □ro□ert□ is generall□ descri□ed as an area located in Sections 23, 25, and Townshi□ 24 So□th, Range 35 East, Brevard Co□nt□, Florida □eing □ore □artic□larl□ descri□ed as follows:

Beginning at a □oint at the So□theast corner of Section 23, said □oint □eing the POINT OF BEGINNING□and r□n North 00 degrees 05 □in□tes 55 seconds West along the East line of said Section 23, a distance of 466.00 feet to a □oint on a line □arallel with the So□th line of said Section 23□thence So□th 89 degrees 32 □in□tes 27 seconds West, □arallel with said So□th line, a distance of 50.00 feet to a □oint on the West right of wa□ line of Cox Road□ thence contin□e So□th 89 degrees 32 □in□tes 27 West □arallel with said So□th line, a distance of 436.00 feet to a □oint on a line □arallel with the East line of said Section 23□ thence So□th 00 degrees 05 □in□tes 55 seconds East along said □arallel line, a distance of 466.00 feet to a □oint on the So□th line of said Section 23□thence So□th 89 degrees 32 □in□tes 27 seconds West along said So□th line, a distance of 404.00 feet to a □oint on a line □arallel with the East line of Section 26□thence So□th 00 degrees 17 □in□tes 58 seconds West along said □arallel line, a distance of 265.61 feet□thence North 89 degrees 56 □in□tes 20 seconds East, a distance of 840.00 feet to a □oint on the west right of wa□ line of Cox Road□thence So□th 00 degrees 17 □in□tes 58 seconds West, along said west right of wa□ line, a distance of 66.00 feet□thence So□th 89 degrees 56 □in□tes 20 seconds West, a distance of 618.11 feet to a □oint on the East line of the Northwest 1 / 4 of the Northeast 1 / 4 of the Northeast 1 / 4 of said Section 26□thence So□th 00 degrees 19 □in□tes 45 seconds West along said East line, a distance of 331.62 feet to a □oint on the So□th line of said Northwest 1 / 4 of the Northeast 1 / 4 of the Northeast 1 / 4 of Section 26□ thence So□th 89 degrees 56 □in□tes 21 seconds West along said So□th line, a distance of 663.28 feet to a □oint on the East line of the So□th 1 / 2 of the Northwest 1 / 4 of Northeast 1 / 4 of said Section 26□thence So□th 00 degrees 21 □in□tes 33 seconds West, along said East line, a distance of 663.23 feet to a □oint on the So□th line of said So□th 1 / 2 of the Northwest 1 / 4 of Northeast 1 / 4 of Section 26□thence So□th 89 degrees 56 □in□tes 22 seconds West along said So□th line, a distance of 1327.25 feet to a □oint on the East line of the Northwest 1 / 4 of said Section 26□thence So□th 00 degrees 25 □in□tes 07 seconds West along said East line, a distance of 1326.43 feet to a □oint on the So□th line of the So□thwest 1 / 4 of the Northeast 1 / 4 of said Section 26□thence So□th 89 degrees 33 □in□tes 41 seconds East along the So□th line of the So□thwest 1 / 4 of the Northeast 1 / 4 of said Section 26, a distance of 1329.00 feet to a □oint on the East line of the Northwest 1 / 4 of the So□theast 1 / 4 of said Section 26□thence So□th 00 degrees 02 □in□tes 45 seconds East along said East line, a distance of 100.00 feet□thence North 89 degrees 32 □in□tes 36 seconds East, a distance of 1328.50 feet to a □oint on the West right of wa□ line of Cox Road□thence North 00 degrees 03 □in□tes 35 seconds West along said West

right of wa□ line of Cox Road, a distance of 1426.43 feet to a □oint on the North line of the So□theast 1 / 4 of the Northeast 1 / 4 of said Section 26□thence North 89 degrees 56 □in□tes 22 seconds East along said North line, a distance of 45.00 feet to a □oint on the Northeast corner of the So□theast 1 / 4 of the Northeast 1 / 4 of the said Section 26□thence North 89 degrees 11 □in□tes 08 seconds East along the So□th line of the Northwest 1 / 4 of the Northwest 1 / 4 of Section 25, a distance of 35.00 feet to a □oint on the East right of wa□ line of Cox Road□thence North 00 degrees 00 □in□tes 51 seconds East along said East right of wa□ line, a distance of 880.00 feet□thence North 89 degrees 11 □in□tes 08 seconds East, a distance of 1020.11 feet□thence So□th 00 degrees 00 □in□tes 51 seconds West, a distance of 880.09 feet to a □oint on the So□th line of the North 1 / 2 of the Northwest 1 / 4 of said Section 25□thence North 89 degrees 15 □in□tes 33 seconds East along said So□th line, a distance of 2961.58 feet to a □oint on the East right of wa□ line of Gra□ Road□thence North 00 degrees 09 □in□tes 03 seconds West along said East right of wa□ line, a distance of 1344.49 feet to a □oint on the North line of Section 25□ thence So□th 89 degrees 03 □in□tes 42 seconds West along the North line of said Section 25, a distance of 4000.66 feet to the Northwest corner of said Section 25 to the POINT OF BEGINNING.

Containing 211.99 acres, □ore or less.

(22) *Ordinance 8-04.*

The s□□ject □ro□ert□ is generall□ descri□ed as an area located in Sections 22 and 27, Townshi□ 24 So□th, Range 35 East, Brevard Co□nt□, Florida □eing that □ortion of the So□theast 1 / 4 of said Section 22 which lies westerl□ of the right-of-wa□ of Interstate 95□said □arcel □eing □ore f□ll□ descri□ed as follows:

Co□ □ence at the so□theast corner of said So□theast 1 / 4 of Section 22□thence North 89 degrees 39 □in□tes 26 seconds West, along the so□th line of said So□theast 1 / 4 , a distance of 331.35 feet to a □oint on the westerl□ right-of-wa□ line of Interstate 95, as shown on S.R.D. Right-of-Wa□ Ma□ Section 70220-2402, said □oint □eing the POINT OF BEGINNING of the lands herein descri□ed□thence contin□e North 89 degrees 39 □in□tes 26 seconds West, along said so□th line, a distance of 2326.51 feet to the so□thwest corner of said So□theast 1 / 4 □thence North 00 degrees 37 □in□tes 41 seconds East, along the west line of said So□theast 1 / 4 , a distance of 2668.05 feet to the northeast corner of said So□theast 1 / 4 □thence So□th 89 degrees 49 □in□tes 29 seconds East, along the north line of said So□theast 1 / 4 , a distance of 891.02 feet to an intersection with the aforesaid westerl□ right-of-wa□ line of Interstate 95□thence along said westerl□ right-of-wa□ line the following fo□r (4) co□rses to wit: So□th 30 degrees 02 □in□tes 56 seconds East, a distance of 1776.31 feet□So□th 23 degrees 20 □in□tes 20 seconds East, a distance of 855.86 feet□ So□th 30 degrees 02 □in□tes 56 seconds East, a distance of 350.00 feet□So□th 02 degrees 37 □in□tes 46 seconds East, a distance of 52.78 feet to the Point of Beginning.

Containing 101.0185 acres, □ore or less.

(23) *Ordinance 11-04.*

The s□□ject □ro□ert□ is generall□ descri□ed as an area located in Section 32, Townshi□ 24 So□th, Range 36 East, Brevard Co□nt□, Florida □eing □ore □artic□larl□ descri□ed as follows:

BEGIN at the intersection of the East line of the Northwest 1 / 4 of said Section 32 with the North right of wa□ line of State Road No. 520, said □oint □eing the Point of Beginning□ thence r□n N 89□31'55" W, along said North right of wa□ line, a distance of 295.16 feet to a □oint of right of wa□ transition□thence r□n N 00□28'05" E, along said transition, a distance of 27.50 feet to the So□theast corner of Lot 32 of the PLAT OF SUBDIVISION OF BLOCK NO. 1 OF PINE GROVE PARK, recorded in Plat Book 9, Page 34 of the □□□lic records of Brevard Co□nt□, Florida□thence r□n N 00□07'56" W, along the East line of said lot, a distance of 132.80 feet to a □oint on the So□th line of the North 118.66 feet of said Lot 32□

thence r□n N 89□59'23" W, along said So□th line and its Westerl□ extension, a distance of 170.60 feet□thence r□n S 00□23'58" E, a distance of 132.33 feet to a □oint on the North right of wa□ line of State Road No. 520□thence r□n N89□28'34"W along said North right of wa□, a distance of 989.00 feet to a □oint on the So□thwest corner of Lot 17 of said PINE GROVE PARK s□□division□thence r□n S00□28'13"W, a distance of 200.00 feet to a □oint on the So□th right of wa□ line of State Road No. 520□thence r□n N 89□42'30" W, a distance of 141.55 feet to a □oint on the Northwest corner of Lot 1 of the PLAT OF PINE ACRES, recorded in Plat Book 9, Page 46 of the □□□lic records of Brevard Co□nt□, Florida□thence r□n S 00□17'30" W, along the West line of said Lot 1, a distance of 110.00 feet to a □oint on the So□thwest corner of said Lot 1□thence r□n S 89□42'30"E, a distance of 350.00 feet to a □oint on the So□theast corner of Lot 11 of said PLAT OF PINE ACRES□thence r□n S 00□17'30" W, a distance of 774.70 feet to a □oint on the So□th right of wa□ line of Jackson Street□thence r□n S89□37'15"E, along said So□th right of wa□ line, a distance of 615.00 feet to a □oint on the East right of wa□ line of A□rora Street□thence r□n S 00□09'20" W, along the said East right of wa□ line, a distance of 498.80 feet to a □oint on the North line of Block "A", PINEGROVE PARK, UNIT NO. 2, FIRST ADDITION, as recorded in Plat Book 17, Page 88, □□□lic records of Brevard Co□nt□, Florida□thence r□n S 89□37'15" E, a distance of 641.52 feet to a □oint on the East line of the Northeast 1 / 4 of the So□thwest 1 / 4 of said Section 32□thence r□n N 00□07'55" W along the East line of said □□arter section and the East line of the So□theast 1 / 4 of the Northwest 1 / 4 of said Section 32, a distance of 1180.90 feet to a □oint which is the Easterl□ □rojection of the So□th line of a tract of land descri□ed in Deed Book 344, Page 182 of the □□□lic records of Brevard Co□nt□, Florida□thence r□n N89□31'55"W, along said line, a distance of 230.00 feet to a □oint on the So□thwest corner of the tract of land descri□ed in Deed Book 344, Page 182 of the □□□lic records of Brevard Co□nt□, Florida□thence r□n N 00□07'55" W, along said tract of land, a distance of 200.00 feet to a □oint on the So□th right of wa□ line of State Road No. 520□thence r□n S89□31'55"E, a distance of 230.00 feet to a □oint on the East line of the So□theast 1 / 4 of the Northwest 1 / 4 of said Section 32□thence r□n N 00□07'55" W, along the East line of said □□arter section, a distance of 172.50 feet to a □oint on the North right of wa□ line of State Road No. 520, said □oint □eing the Point of Beginning.

Containing 39.51 acres □ ore or less.

(24) *Ordinance 17-04.*

The s□□ject □ro□ert□ is generall□ descri□ed as an area located in Section 32, Townshi□ 24 So□th, Range 36 East, Brevard Co□nt□, Florida □eing □ ore □artic□arl□ descri□ed as follows:

BEGIN at the Northwest corner of Lot 28 of BARLOW'S SUBDIVISION, recorded in Plat Book 3, Page 5, of the □□□lic records of Brevard Co□nt□, Florida, said □oint □eing on the So□th right of wa□ line of West Peachtree Street (a right of wa□ for□ erl□ known as the "Orlando Highwa□") and □eing the Point of Beginning□thence r□n N 89□42'54" W, along said So□th right of wa□ line and along the North line of said BARLOW'S SUBDIVISION, a distance of 413.73 feet to a □oint on the So□therl□ □rojection of the West line of Lot 5 of PINE PARK, recorded in Plat Book 9, Page 17, of the □□□lic records of Brevard Co□nt□, Florida□thence r□n N 00□53'04" W, along said So□therl□ □rojection, a distance of 50.00 feet to the So□thwest corner of said Lot 5, said □oint □eing on the North right of wa□ line of West Peachtree Street□thence contin□e N 00□53'04" W, along the West line of Lot 5 and Lot 10 of said PINE PARK s□□division, a distance of 293.29 feet to the Northwest corner of said Lot 10, said □oint □eing on the So□th right of wa□ line of Lake Drive□thence r□n S 63□13'17" E, along said So□th right of wa□ line, a distance of 468.82 feet□thence r□n S 00□06'46" E, a distance of 82.25 feet to a □oint on the North right of wa□ line of West Peachtree Street□thence contin□e S 00□06'46" W, a distance of 50.00 feet to a □oint on the Northwest corner of Lot 28 of said BARLOW'S SUBDIVISION, said □oint □eing on the So□th right of wa□ line of West Peachtree Street and □eing the Point of Beginning.

Containing 2.26 acres □ ore or less.

(25) *Ordinance 31-04.*

The s□□ject □ro□ert□ is generall□ descri□ed as an area located in Sections 10, 11, 12, 13 and 15 Townshi□ 24 So□th, Range 35 East, Brevard Co□nt□, Florida □eing □ore □artic□larl□ descri□ed as follows:

Co□ □ence at the Northwest corner of Section 10, Townshi□ 24 So□th, Range 35 East□ thence r□n N89□59'22"E, a distance of 300.00 feet to the easterl□ right of wa□ line of Interstate 95 and the Point of Beginning□thence r□n N89□59'22"E, a distance of 5,002.30 feet to the Northeast corner of said Section 10□thence r□n S00□32'12"E along the East line of said Section and the West line of Section 11, Townshi□ 24 So□th, Range 35 East, a distance of 2,351.36 feet to a □oint 100 feet west of the Northwest corner of Lot 6, Block 16 of the Canaveral Groves S□rve□ S□□division as recorded in Plat Book 2, Page 62 of the □□□lic records of Brevard Co□nt□, Florida□thence r□n N89□59'22"E, a distance of 318.00 feet to the Northeast corner of said Lot 6□thence r□n S00□01'22"E, a distance of 200.82 feet to the So□theast corner of said Lot 6□thence r□n N89□59'22"E along the north line of an Existing Canal to a □oint on the East line of said Section 11 and the West line of Section 12, Townshi□ 24 So□th, Range 35 East, a distance of 4,966.25 feet□ thence r□n S00□06'51"E along said West line, a distance of 1,466.78 feet to a □oint on the northerl□ right of wa□ line of State Road 528□thence r□n S74□54'58"E, a distance of 4,931.47 feet to a □oint on the So□th line of said Section 12 and the North line of Section 13, Townshi□ 24 So□th, Range 35 East□thence r□n S74□54'58"E along the northerl□ right of wa□ line of State Road 528, a distance of 441.08 feet to a □oint on the East line of said Section 13□ thence r□n S00□15'40"E along the East line of said Section 13, a distance of 383.16 feet to a □oint on the so□therl□ right of wa□ line of State Road 528 and to the Point of C□rvat□re of a circ□lar c□rve concave to the Northwest having a radi□s of 5,629.58 feet□thence r□n Northwesterl□ along the arc of said c□rve, said arc □eing the said so□therl□ right of wa□ line thro□gh a central angle of 03□07'11", a distance of 306.52 feet□thence r□n N70□46'26"W, along said so□therl□ right of wa□ line, a distance of 432.95 feet□thence r□n N74□48'03"W along said so□therl□ right of wa□ line, a distance of 975.11 feet to a □oint on the North line of said Section 13 and the So□th line of Section 12, Townshi□ 24 So□th, Range 35 East□ thence r□n N74□54'58"W along said so□therl□ right of wa□ line, a distance of 3,669.00 feet to a □oint on the West line of said Section 12 and the East line of Section 11, Townshi□ 24 So□th, Range 35 East□thence r□n N74□54'58"W along said so□therl□ right of wa□ line, a distance of 5,086.65 feet to a □oint on the North line of Lot 10 of the Pine Lake Ranch S□□division as recorded in Plat Book 21, Page 96 of the □□□lic records of Brevard Co□nt□, Florida and to the Point of C□rvat□re of a circ□lar c□rve concave to the So□thwest having a radi□s of 25.00 feet□thence r□n So□thwesterl□ along the arc of said c□rve, thro□gh a central angle of 70□31'44", a distance of 30.77 feet to the Point of C□rvat□re of a circ□lar c□rve convex to the So□thwest having a radi□s of 50.00 feet□thence r□n So□thwesterl□ along the arc of said c□rve, thro□gh a central angle of 70□31'44", a distance of 61.55 feet to a □oint on the West line of said Lot 10□thence r□n S00□01'22"E, a distance of 295.00 feet to the So□thwest corner of said Lot 10 and the So□theast corner of Lot 9 of said S□□division□thence r□n S89□59'22"W, a distance of 299.86 feet to the So□thwest corner of said Lot 9 and the East line of a thirt□-foot wide drainage right of wa□□ thence r□n S00□01'22"E, a distance of 661.97 feet to the So□thwest corner of Lot 14.1 of said S□□division□thence r□n S89□52'22"W, a distance of 667.88 feet□thence r□n S00□07'14"E, a distance of 1,323.27 feet to a □oint on the So□th line of said Section, the So□therl□ line of Ja□es Road, the northerl□ line of a fift□-foot drainage canal right of wa□, and the North line of Section 15, Townshi□ 24 So□th, Range 35 East□thence r□n S00□07'14"E, a distance of 50.00 feet to a □oint on the so□therl□ line of said drainage canal right of wa□□thence r□n S89□52'22"W and □arallel to the North line of said Section 15, a distance of 4,027.65 feet to a □oint on the easterl□ right of wa□ line of Interstate 95□thence r□n N18□19'28"W, a distance of 402.57 feet along said easterl□ right of wa□ line to the Point of C□rvat□re of a circ□lar c□rve concave to the Northeast having a radi□s of 3,274.98 feet□thence r□n Northwesterl□ along the arc of said c□rve, said arc □eing the said easterl□ right of wa□ line

thro□gh a central angle of 18□07'00", a distance of 1,035.24 feet□thence r□n N00□12'28"W along said easterl□ right of wa□ line, a distance of 3,983.42 feet to a □oint on the North line of said Section 10 and the Point of Beginning. Containing 766 acres □ ore of less.

(26) *Ordinance 03-05.*

The s□□ject □ro□ert□ is generall□ located in Section 20, Townshi□ 24 So□th, Range 36 East, Brevard Co□nt□, Florida, and □eing □ ore □artic□larl□ descri□ed as follows:

The West 150 feet of Lots 1 and 2, Block 1, CLEAR LAKE PLAZA SUBDIVISION, as recorded in PLAT BOOK 10, PAGE 48, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

Containing 0.52 acres, □ ore or less.

(27) *Ordinance 04-05.*

The s□□ject □ro□ert□ is generall□ located in Section 29, Townshi□ 24 So□th, Range 36 East, Brevard Co□nt□, Florida, and □eing □ ore □artic□larl□ descri□ed as follows:

Co□ □ ence at the So□theast corner of the So□thwest □ of said Section 29, Townshi□ 24 So□th, Range 36 East□thence r□n N00□10'00"E along the East line of said So□thwest □, a distance of 30.00 feet to a □oint on the easterl□ extension of the North right of wa□ line of West School Street and the Point of Beginning□thence r□n S89□56'45"W, along said easterl□ extension, a distance of 10.00 feet to a □oint on the West right of wa□ line of Pineda Street□thence contin□e S89□56'45"W, along the North right of wa□ line of West School Street, a distance of 384.92 feet to a □oint on the East right of wa□ line of Ba□ Street□thence r□n N00□07'00"E, along the said East line of Ba□ Street, a distance of 232.52 to a □oint□thence r□n N89□56'45"E, a distance of 385.13 feet to a □oint on the West right of wa□ line of Pineda Street□thence contin□e N89□56'45"E, a distance of 10.00 feet to a □oint on the East line of the So□thwest □ of said Section 29□thence r□n S00□10'00"W, along said East line of the So□thwest □ of said Section 29, a distance of 232.52 feet to a □oint on the easterl□ extension of the North right of wa□ line of West School Street, and the Point of Beginning.

Containing 2.11 acres, □ ore or less.

(28) *Ordinance 05-05.*

The s□□ject □ro□ert□ is generall□ descri□ed as the So□theast □ of the So□theast □ of Section 31, Townshi□ 24 So□th, Range 36 East, Brevard Co□nt□, Florida, less right of wa□s for road and canal and □eing □ ore □artic□larl□ descri□ed as follows:

Co□ □ ence at the So□theast corner of Section 31, Townshi□ 24 So□th, Range 36 East□ thence r□n N00□45'29"W along the East line of said Section 31, a distance of 25.00 feet to a □oint on the easterl□ extension of the North right of wa□ line of Pl□cke□a□□ Road and acco□ □an□ing drainage ditch□thence r□n S89□04'01"W, along said easterl□ extension, a distance of 40.00 feet to a □oint on the West right of wa□ line of Clearlake Road and the Point of Beginning□thence contin□e S89□04'01"W, along the North right of wa□ line of Pl□cke□a□□ Road and acco□ □an□ing drainage ditch, a distance of 1290.91 feet to a □oint on the West line of the of the So□theast □ of the So□theast □ of said Section 31 and the East line of the So□thwest □ of the So□theast □ of said Section 31□thence r□n N00□45'29"W, along the West line of the So□theast □ of the So□theast □ of said Section 31, a distance of 1326.47 feet, to a □oint on the North line of the So□theast □ of the So□theast □ of said Section 31 and the So□th line of the of the Northeast □ of the So□theast □ of said Section 31□thence r□n N89□04'01"E, along the North line of the So□theast □ of the So□theast □ of said Section 31, a distance of 1290.91 feet to a □oint on the West right of wa□ line of Clearlake Road□thence r□n S00□45'29"E, along said West

right of wa□ line, a distance of 1326.47 feet to a □oint on the North right of wa□ line of Pl□cke□a□□ Road and acco□ □an□ing drainage ditch, and the Point of Beginning.

Containing 38.08 acres, □ore or less.

(29) *Ordinance 08-05.*

The s□□ject □ro□ert□ is generall□ descri□ed as an area located in Section 22, Townshi□ 24 So□th, Range 35 East, Brevard Co□nt□, Florida □eing □ore □artic□larl□ descri□ed as follows:

Beginning at a □oint at the So□theast corner of the So□thwest □ of Section 22, Townshi□ 24 So□th, Range 35 East□thence North 00 degrees 18 □in□tes 58 seconds East along the East line of said So□thwest □ of Section 22, a distance of 1334.27 feet to a □oint on the So□th line of the North □ of said So□thwest □ of Section 22, said □oint □eing the Point of Beginning□thence North 89 degrees 57 □in□tes 48 seconds West, along said So□th line of the North □ of the So□thwest □ of Section 22, a distance of 2,570.62 feet to a □oint on the East right of wa□ line Ada□son Road□thence North 00 degrees 14 □in□tes 39 seconds East along said East right of wa□ line of Ada□son Road, a distance of 2,652.74 feet to a □oint on the North line of the So□thwest □ of the Northeast □ of Section 22□thence North 89 degrees 53 □in□tes 03 seconds East along said North line of the So□thwest □ of the Northwest □ of Section 22, a distance of 918.37 feet to □oint□thence So□th 00 degrees 16 □in□tes 16 seconds West, a distance of 1325.91 feet to a □oint on the So□th line of the Northwest □ of Section 22□thence North 89 degrees 51 □in□tes 49 seconds East, a distance of 330.92 feet to a □oint on the West line of the East □ of the Northwest □ of Section 22□thence North 00 degrees 16 □in□tes 59 seconds East along said West line of the East □ of the Northwest □ of Section 22, a distance of 2,651.59 feet to a □oint on the North line of Section 22□thence North 89 degrees 54 □in□tes 18 seconds East along said North line of Section 22, a distance of 701.30 feet to a □oint on the West right of wa□ line of Interstate 95□thence so□theasterl□ along said so□therl□ right of wa□ line, along an arc having a radi□s of 5,879.58 feet and a central angle of 06 degrees 34 □in□tes 07 seconds, a distance of 674.06 feet to a □oint □arked □□a 5/8 " Rod la□eled "FDOT REF LB 7121"□ thence So□th 30 degrees 19 □in□tes 50 seconds East along the West right of wa□ line of Interstate 95, a distance of 616.74 feet to a □oint on the East line of the West □ of Section 22□thence So□th 00 degrees 18 □in□tes 58 seconds West along said East line of the West □ of Section 22, a distance of 2,851.53 feet to a □oint on the So□th line of the North □ of the So□thwest □ of Section 22, said □oint □eing the Point of Beginning□

Containing 178.60 acres, □ore or less.

(30) *Ordinance 16-05.*

The s□□ject □ro□ert□ is generall□ descri□ed as the East □ of the Northwest □ of the Northeast □ of Section 23, Townshi□ 24 So□th, Range 35 East, less the North 25 feet thereof for road right of wa□ □er O.R.B. 798 Page 1046, of the □□□lic records of Brevard Co□nt□ Florida and □eing □ore □artic□larl□ descri□ed as follows:

Co□ □ence at the Northeast corner of the Northwest □ of the Northeast □ of Section 23 Townshi□ 24 So□th Range 35 East□thence r□n S00□01'26"W, along the East line of the Northwest □ of the Northeast □ of said Section 23, a distance of 25.00 feet to a □oint on the So□th right of wa□ line of Ra□□□rn Road, and the Point of Beginning□thence contin□e S00□01'26"E, along the East line of the Northwest □ of the Northeast □ of said Section 23, a distance of 1301.00 feet to a □oint on the So□th line of the Northwest □ of the Northeast □ of said Section 23□thence r□n N89□59'11"W, along the So□th line of the Northwest □ of the Northeast □ of said Section 23, a distance of 330.60 feet, to a □oint on the West line of the East □ of the Northwest □ of the Northeast □ of said Section 23□thence r□n N00□00'58"W, along the West line of the East □ of the Northwest □ of the Northeast □ of said Section 23, a distance of 1300.87 feet to a □oint on the So□th right of wa□ line of

Ra□□□rn Road□thence r□n N89□59'31"E, along the So□th right of wa□ line of Ra□□□rn Road, a distance of 330.24 feet to the Point of Beginning.

Containing 9.82 acres, □ore or less.

(31) *Ordinance 17-05.*

The s□□ject □ro□ert□ is generall□ descri□ed as the So□thwest □ of the So□theast □ of Section 31, Townshi□ 24 So□th, Range 36 East, Brevard Co□nt□, Florida, less right of wa□s for road and canal and □eing □ore □artic□larl□ descri□ed as follows:

Co□ □ence at the So□theast corner of Section 31, Townshi□ 24 So□th, Range 36 East□ thence r□n S89□49'05"W along the So□th line of said Section 31, a distance of 1328.58 feet to a □oint on the So□theast corner of the So□thwest □ of the So□theast □ of said Section 31, and the Point of Beginning□thence contin□e S89□49'05"W, along the So□th line of said Section 31, a distance of 1328.58 feet to a □oint on the So□thwest corner of the of the So□thwest □ of the So□theast □ of said Section 31□thence r□n N00□26'18"W, along the West line of the So□thwest □ of the So□theast □ of said Section 31, a distance of 1342.73 feet, to a □oint on the North line of the So□thwest □ of the So□theast □ of said Section 31□ thence r□n N89□29'19"E, along the North line of the So□thwest □ of the So□theast □ of said Section 31, a distance of 1335.17 feet to a □oint on the East line of the So□thwest □ of the So□theast □ of said Section 31□thence r□n S00□09'30"E, along said East line of the So□thwest □ of the So□theast □ of said Section 31, a distance of 1350.39 feet to a □oint on the So□th line of said Section 31, and the Point of Beginning.

Containing 41.00 acres, □ore or less.

(32) *Ordinance 18-05.*

That □art of Lot 20, Barlow's S□□division, of □art of Section 32, Townshi□ 24 So□th, Range 36 East, according to the Plat thereof, recorded in Plat Book 3, □age 5, P□□lic Records of Brevard Co□nt□, Florida, l□ing North of Lake Drive, and □eing □ore □artic□larl□ descri□ed as follows:

Begin at the Northeast corner of Lot 20, Barlow's S□□division, of □art of Section 32, Townshi□ 24, So□th, Range 36 East, according to the Plat thereof recorded in Plat Book 3, □age 5, P□□lic Records of Brevard Co□nt□, Florida and r□n West along the North line of said Lot 20 a distance of 75 feet to the Northwest corner thereof□thence r□n So□th on the West line of said lot to a distance of 60.1 feet to the intersection of said West line of Lot 20 with the Northerl□ line of Lake Drive, □eing so□eti□es referred to as State Road No. 206□ thence r□n So□theasterl□ along the Northerl□ line of said Lake Drive to its □oint of intersection with the East line of said Lot 20□thence r□n North along the East line of said Lot 20, a distance of 98.5 feet to the Northeast corner thereof, □eing the □oint of □eginning of the land conve□ed here□□.

(33) *Ordinance 01-06.*

The s□□ject □ro□ert□ is generall□ descri□ed as an area located in Sections 26 and 27, Townshi□ 24 So□th, Range 35 East, Brevard Co□nt□, Florida, □eing □ore □artic□larl□ descri□ed as follows:

Co□ □ence at the So□thwest corner of the Northwest □ of Section 26, Townshi□ 24 So□th, Range 35 East□thence r□n N89□32'57"E, along the So□th line of said Northwest □, a distance of 50.00 feet to a □oint on the East right of wa□ line of Frida□ Road□thence r□n N00□21'39"E, along said East right of wa□ line, a distance of 540.93 feet to the Point of Beginning□thence contin□e N00□21'39"E, along said East right of wa□ line, a distance of 388.79 feet to the □oint of c□rvat□re of a 1096.28 foot radi□s c□rve to the left□thence Northwesterl□ along the arc of said c□rve and said right-of-wa□ line, thro□gh a central angle of 36□57'57" a distance of 707.29 feet□thence r□n N36□36'18"W, along the northeast right

of wa□ line of Frida□ Road a distance of 532.51 feet to the So□th right of wa□ line of State Road No. 524, a 200 foot right of wa□, and the Northwest corner of a □arcel of land descri□ed in ORB 691, Page 561 of said P□□lic Records□thence r□n S53□23'42"W, along the So□th right of wa□ line of said State Road No. 524, a distance of 100 feet to the west right of wa□ line of said Frida□ Road□thence contin□e S53□23'42"W, along the So□th right of wa□ line of said State Road No. 524, a distance of 659.08 feet□thence S36□36'18"E, a distance of 396.49 feet□thence N53□23'42"E, a distance of 65.00□thence S36□36'18"E, a distance of 370.10 feet□ thence S00□21'39"W, a distance of 290.01 feet□ thence N89□38'21"W, a distance of 55.00 feet□thence r□n S00□21'39"W, a distance of 157.47 feet to a □oint on the So□th line of a 60.00 foot wide Florida Power and Light Co□ □an□ trans□ission ease□ent as descri□ed in Official Records Book 539, Page 184 of the P□□lic Records of Brevard Co□nt□, Florida□thence S89□57'35"E, along said Florida Power and Light Co□ □an□ trans□ission ease□ent, a distance of 610.00 feet, to a □oint on the West right of wa□ line of Frida□ Road□thence contin□e S89□57'35"E, along an Easterl□ extension of said Florida Power and Light Co□ □an□ trans□ission ease□ent, a distance of 100.00 feet to a □oint on the East right of wa□ line of Frida□ Road, said □oint □eing the Point of Beginning.

Containing 22.49 acres, □ ore or less.

(34) *Ordinance 02-06.*

The s□□ject □ro□ert□ is generall□ descri□ed as the East 1020 feet of the West 1053 feet of the So□th 880 feet of the Northwest □ of the Northwest □ of Section 25, Townshi□ 24 So□th, Range 35 East, Brevard Co□nt□, Florida, as descri□ed in O.R. Book 1292, Page 702 of the P□□lic Records of Brevard Co□nt□, Florida, □eing □ ore □artic□larl□ descri□ed as follows:

Begin at the Northwest corner of Section 25, Townshi□ 24 So□th, Range 35 East□thence r□n N89□03'42"E, along the North line of said Section 25, a distance of 33.00 feet to a □oint on the East right of wa□ line of Cox Road□thence r□n S00□02'23"W, along the East right of wa□ line of Cox Road, a distance of 446.38 feet to the *Point of Beginning;* thence contin□e S00□02'23"W, along the East right of wa□ line of Cox Road, a distance of 880.11 feet to the So□thwest corner of the Northwest □ of the Northwest □ of said Section 25□thence r□n N89□22'21"E, along the So□th line of the Northwest □ of the Northwest □ of said Section 25, a distance of 1020.07 feet to a □oint on a line □arallel to the East right of wa□ line of Cox Road□thence r□n N00□02'23"E, along a line □arallel to the East right of wa□ line of Cox Road, a distance of 880.09 feet to a □oint on a line □arallel with the So□th line of the Northwest □ of the Northwest □ of said Section 25□thence r□n S89□22'21"W, along a line □arallel to the So□th line of the Northwest □ of the Northwest □ of said Section 25, a distance of 1020.07 feet to the East right of wa□ line of Cox Road, said □oint □eing the Point of Beginning.

Containing 20.608 acres □ ore or less.

(35) *Ordinance 03-06.*

The s□□ject □ro□ert□ is generall□ descri□ed as Lot 12 of Pine Acres S□□division, recorded in Plat Book 9, Page 46 of the P□□lic Records of Brevard Co□nt□, Florida, located in Section 32, Townshi□ 24 So□th, Range 36 East, Brevard Co□nt□, Florida, □eing □ ore □artic□larl□ descri□ed as follows:

Begin at the Northwest corner of Lot 11 of Pine Acres S□□division, recorded in Plat Book 9, Page 46, of the □□□lic records of Brevard Co□nt□, Florida, said □oint □eing at the intersection of the So□th right of wa□ line of State Road 520 and the East right of wa□ line of Virginia Aven□e□thence r□n S00□32'30"E, along the East right of wa□ line of Virginia Aven□e, a distance of 110.04 feet to the Northwest corner of Lot 12 of said Pine Acres S□□division, said □oint □eing the Point of Beginning□thence contin□e S00□32'30"E, along the East right of wa□ of Virginia Aven□e, a distance of 79.96 feet to the So□thwest corner

of Lot 12 of said Pine Acres S□□division□thence r□n S89□42'30"E, along the So□th line of Lot 12 of said Pine Acres S□□division, a distance of 149.96 feet to the So□theast corner of Lot 12 of said Pine Acres S□□division□thence r□n N00□32'30"W, along the West line of Lot 12 of said Pine Acres S□□division, a distance of 80.04 feet to the Northeast corner of Lot 12 of said Pine Acres S□□division□thence r□n N89□42'30"W, along the North line of Lot 12 of said Pine Acres S□□division, a distance of 149.97 feet to the Northwest corner of Lot 12 of said Pine Acres S□□division, said □oint □eing the Point of Beginning.

Containing 0.275 acres □ ore or less.

(35.1) *Ordinance No. 04-2006.*

The s□□ject □ro□ert□ is generall□ descri□ed as an area located in Sections 25 and 26, Townshi□ 24 So□th, Range 35 East, Brevard Co□nt□, Florida, □eing □ ore □artic□larl□ descri□ed as follows:

Co□ □ence at the So□thwest corner of Section 25, Townshi□ 24 So□th, Range 35 East□ thence r□n N89□59'08"E, along the So□th line of said Section 25, a distance of 33.00 feet to a □oint on the so□therl□ extension of the East right of wa□ line of Cox Road□thence r□n N00□02'23"E, along the so□therl□ extension of the East right of wa□ line of Cox Road, a distance of 50.00 feet to a □oint on the So□thwest corner of □arcel 552 as descri□ed in ORB 2277, Page 2039 of said P□□lic Records, said □oint □eing the Point of Beginning□ thence contin□e N00□02'23"E, along the East right of wa□ line of Cox Road, a distance of 2602.29 feet to a □oint on the So□th right of wa□ line of Fenner Road□thence N89□23'30"E, along the So□th right of wa□ line of Fenner Road a distance of 17.00 feet to a □oint on the so□therl□ extension of Cox Road□thence r□n N00□02'23"E, along the so□therl□ extension of Cox Road a distance of 33.00 feet to the North right of wa□ line of Fenner Road□thence r□n N00□02'23"E, along the East right of wa□ line of Cox Road a distance of 850.75 feet□ thence r□n S89□22'21"W a distance of 17.00 feet to a □oint on the East right of wa□ line of Cox Road□thence N00□02'23"E, along the East right of wa□ line of Cox Road, a distance of 445.75 feet to a □oint on the So□th line of the North □ of the Northwest □ of Section 25□ thence S89□22'21"W, along the So□th line of the North □ of the Northwest □ of Section 25, a distance of 33.00 feet to a □oint on the West line of Section 25 and the East line of Section 26□thence S89□56'22"W, along the North line of the So□theast □ of the Northeast □ of Section 26, a distance of 45.00 feet to a □oint on the West right of wa□ line of Cox Road□thence S00□01'54"E, along the West right of wa□ line of Cox Road, a distance of 1681.52 feet to a □oint of c□rvat□re of a 30.00 foot radi□s right of wa□ transition c□rve to the right□thence so□thwesterl□ along the arc of said c□rve, thr□ a central angle of 90□00'00", a distance of 47.12 feet to a □oint of tangenc□ on the on the North right of wa□ line of Right Street□thence r□n S89□58'06"W, along the North right of wa□ line of Right Street, a distance of 790.05 feet to the □oint of c□rvat□re of a 130.00 foot radi□s c□rve to the left□thence so□thwesterl□, along the arc of said c□rve and along the North right of wa□ line of Right Street, thr□ a central angle of 37□27'46", a distance of 85.00 feet□thence N37□29'40"W, on a line radial to the aforesaid right of wa□ c□rve, a distance of 125.25 feet□ thence S89□29'45"W, □arallel with the North line of lands descri□ed in ORB 3641, Page 1284 of said P□□lic Records, a distance of 308.79 feet to a □oint on the West line of the Northeast □ of the So□theast □ of Section 26□thence S00□00'30"W, along the West line of the Northeast □ of the So□theast □ of Section 26, a distance of 1021.70 feet to a □oint on the So□th line of the North □ of the So□theast □ of Section 26□thence r□n S89□30'45"W, along the So□th line of the North □ of the So□theast □ of Section 26, a distance of 222.82 feet to a □oint on the East right of wa□ line of Townsend Road, said □oint □eing the □oint of c□rvat□re of a 433.00 foot radi□s c□rve concave to the So□thwest□thence Northwesterl□, along the arc of said c□rve and along said right of wa□ line, thro□gh a central angle of 62□29'26", a distance of 472.26 feet to a □oint on the East line of the West □ of the Northwest □ of the So□theast □ of Section 26□thence r□n S00□01'09"W, along the East line of the West □ of the Northwest □ of the So□theast □ of Section 26, a distance of 236.01 feet to a □oint on the So□th line of the Northwest □ of the So□theast □ of Section

26□thence S89□30'45"W, along the So□th line of the Northwest □ of the So□theast □ of Section 26, a distance of 664.73 feet to a □oint on the East line of the So□thwest □ of Section 26□thence N00□01'47"E, along the East line of the So□thwest □ of Section 26, a distance of 236.01 feet to a □oint on the North right of wa□ line of Townsend Road□thence S89□45'38"W, along the North right of wa□ line of Townsend Road, a distance of 121.05 feet to a □oint of c□rvat□re of a c□rve concave to the Northeast and having a radi□s of 120.00 feet□thence contin□e Northwesterl□ along the North right of wa□ line of Townsend Road and along said c□rve thro□gh a central angle of 59□54'10", a distance of 125.46 feet to a □oint of tangenc□□thence r□n N30□19'38"W, along the East right of wa□ line of a vacated right of wa□ □er ORB 3111, Page 2265 of said P□□lic Records, a distance of 1429.74 feet□thence r□n S89□59'08"W, a distance of 420.81 feet to a □oint on the West right of wa□ line of Interstate 95, said □oint also □eing the So□theast corner of lands descri□ed in ORB 4684, Page 2497 of said P□□lic Records□thence r□n S30□14'41"E, along the West right of wa□ line of Interstate 95, a distance of 1084.06 feet to a □oint on the So□theast corner of lands descri□ed as Parcel A in ORB 3734, Page 1960 of said P□□lic Records□thence r□n S89□59'08"W, along the So□th line of said Parcel A, a distance of 506.99 feet to a □oint on the West line of the East □ of the So□thwest □ of Section 26□ thence r□n S00□24'29"W, along the West line of the East □ of the So□thwest □ of Section 26, a distance of 1877.05 feet to a □oint on the North right of wa□ line of State Road 520□ thence r□n N89□59'08"E, along the North right of wa□ line of State Road 520, a distance of 2941.04 feet to the So□theast corner of lands descri□ed as the East 100 feet of the West 300 feet of the So□th □ of the So□theast □ of the So□theast □ of Section 26□thence N00□24'29"E, along the East line of said East 100 feet, a distance of 293.00 feet to a □oint on the So□th line of lands descri□ed in ORB 4402, Page 3351 of said P□□lic Records□ thence r□n N89□27'49"E, along the So□th line of said lands and its easterl□ extension, a distance of 970.06 feet to a □oint on the Northeast corner of lands descri□ed in ORB 4197, Page 0994 of said P□□lic Records, said □oint also □eing on the West right of wa□ line of Cox Road□thence r□n S00□24'29"W, along the West right of wa□ of Cox Road and its so□therl□ extension, a distance of 301.83 feet□thence r□n N89□59'08"E a distance of 30.00 feet to a □oint on the East line of Section 26 and the West line of Section 25□thence contin□e N89□59'08"E, a distance of 33.00 to the So□thwest corner of □arcel 552 as descri□ed in ORB 2277, Page 2039 of said P□□lic Records, said □oint □eing on the East right of wa□ line of Cox Road and the Point of Beginning.

Containing 168 acres, □ ore or less.

(36) *Ordinances 21-05, 07-06.*

The s□□ject □ro□ert□ is generall□ descri□ed as an area located in Section 22, Townshi□ 24 So□th, Range 35 East, Brevard Co□nt□, Florida □eing A □ortion of lands as descri□ed in O.R. Book 4284, Page 2095, of the P□□lic Records of Brevard Co□nt□, Florida, and □eing □ ore □artic□larl□ descri□ed as follows:

Co□ □ence at the Northwest corner of said Section 22, Townshi□ 24 So□th, Range 35 East, Brevard Co□nt□, Florida□thence So□th 00□14'39" West along the West line of said Section 22, a distance of 1,326.27 Feet to the Northwest corner of the So□th □ of the Northwest □ of said Section 22□thence North 89□53'03" East along the North line of said So□th □ of the Northwest □ of said Section 22, a distance of 2,648.99 Feet to the Point of Beginning□thence contin□e North 89□53'03" East along the North line of the So□th □ of the Northeast □ of said Section 22, a distance of 113.22 Feet to a □oint on the West Right-of-Wa□ of Interstate 95 (as shown on Florida De□art□ent of Trans□ortation Ma□ Section 70220-2402)□thence So□th 30□19'50" East along the said West Right-of-Wa□ line, a distance of 1,081.98 Feet to a □oint on the East line of the West □ of the So□thwest □ of the Northeast □ of Section 22□thence So□th 00□18'58" West along said East line, a distance of 390.07 Feet to the So□th line of said Northeast □ of Section 22□thence So□th 89□51'49" West along the said So□th line, a distance of 664.77 Feet to the center of Section 22□thence North 00□18'58" East along the West line of said West □ of the

So□thwest □ of the Northeast □ of Section 22, a distance of 1,325.32 Feet to the Point of Beginning.

Containing 14.30 Acres of land □ ore or less.

(37) *Ordinance 08-06.*

The s□□ject □ro□ert□ is generall□ descri□ed as an area located in Section 22, Townshi□ 24 So□th, Range 35 East, Brevard Co□nt□, Florida □eing □ ore □artic□larl□ descri□ed as follows:

Beginning at a □oint at the So□theast corner of the So□thwest □ of Section 22, Townshi□ 24 So□th, Range 35 East□thence North 00 degrees 18 □in□tes 58 seconds East along the East line of said So□thwest □ of Section 22, a distance of 1334.27 feet to a □oint on the So□th line of the North □ of said So□thwest □ of Section 22, said □oint □eing the *Point of Beginning;* thence North 89 degrees 57 □in□tes 48 seconds West, along said So□th line of the North □ of the So□thwest □ of Section 22, a distance of 2,570.62 feet to a □oint on the East right of wa□ line Ada□son Road□thence North 00 degrees 14 □in□tes 39 seconds East along said East right of wa□ line of Ada□son Road, a distance of 2,652.74 feet to a □oint on the North line of the So□thwest □ of the Northwest □ of Section 22□thence North 89 degrees 53 □in□tes 03 seconds East along said North line of the So□thwest □ of the Northwest □ of Section 22, a distance of 918.37 feet to □oint□thence So□th 00 degrees 16 □in□tes 16 seconds West, a distance of 1325.91 feet to a □oint on the So□th line of the Northwest □ of Section 22□thence North 89 degrees 51 □in□tes 49 seconds East, a distance of 330.92 feet to a □oint on the West line of the East □ of the Northwest □ of Section 22□thence North 00 degrees 16 □in□tes 59 seconds East along said West line of the East □ of the Northwest □ of Section 22, a distance of 2,651.59 feet to a □oint on the North line of Section 22□thence North 89 degrees 54 □in□tes 18 seconds East along said North line of Section 22, a distance of 701.30 feet to a □oint on the West right of wa□line of Interstate 95□thence so□theasterl□ along said so□therl□ right of wa□ line, along an arc having a radi□s of 5,879.58 feet and a central angle of 06 degrees 34 □in□tes 07 seconds, a distance of 674.06 feet to a □oint □arked □□a 5/8 " Rod la□eled "FDOT REF LB 7121"□ thence So□th 30 degrees 19 □in□tes 50 seconds East along the West right of wa□line of Interstate 95, a distance of 616.74 feet to a □oint on the East line of the West □ of Section 22□thence So□th 00 degrees 18 □in□tes 58 seconds West along said East line of the West □ of Section 22, a distance of 2,851.53 feet to a □oint on the So□th line of the North □ of the So□thwest □ of Section 22, said □oint □eing the *Point of Beginning;*

Containing 178.60 acres, □ ore or less.

(38) *Ordinance No. 01-2007.*

A □arcel of land l□ing in Section 32, Townshi□ 24 So□th, Range 36 East, Brevard Co□nt□, Florida, the sa□e □eing all of Lots 3, 4, 5, 6 and 7 in PLAT OF HENDRY RESUBDIVISION, according to the □lat thereof recorded in Plat Book 9 at Page 2 of the P□□lic Records of Brevard Co□nt□, Florida, the sa□e □ ore □artic□larl□ descri□ed as follows:

Begin at the Northeast corner of said Lot 7 and r□n So□th along the West right of wa□line of PINEDA STREET for 250.00 feet to the So□theast corner of said Lot 3□thence r□n West along the So□th line of said Lot 3 for 225.00 feet to the So□thwest corner of said Lot 3□ thence r□n North along the West line of said Lots 3, 4, 5, 6 and 7 for 250.00 feet to a □oint on the So□th right of wa□line of FERN STREET□thence r□n East along said So□th right of wa□line for 225.00 feet to the Point of Beginning. Said Parcel contains 1.2913 acres □ ore or less.

(39) *Ordinance No. 02-2007.*

A □arcel of land l□ing in Section 30, Townshi□ 24 So□th, Range 36 East □eing □ ore □artic□larl□ descri□ed as follows:

Co□ □ence at the Northwest corner of said Section 30: thence S 00□14' 07" W along the West line of said Section 30 (said west line also □eing the centerline of Range Road) a distance of 651.14 feet□thence S. 89□45' 59" e a distance of 33 feet to a □oint on the Easterl□ right-of-wa□ line of Range Road and the Northwest corner of the S□□division Sa□al Lake Estates, Unit One, □er □lat recorded in Plat Book 30, □age 12, of the P□□lic Records of Brevard Co□nt□, Florida□thence N 89□46' 45" E along the North line of said Sa□al Lake Estates 758.16 feet to the intersection with the centerline of a 30 foot wide Florida Gas Trans□ission Ease□ent as recorded in Official Records Book 506, Page 682 of said P□□lic Records, said □oint also □eing the □oint of □eginning of the herein descri□ed □arcel□thence N 14□33' 43" W along said centerline of Florida Gas Ease□ent 701.69 feet to the North line of said Section 30□thence N 89□55' 28" E along said North line of Section 30 a distance of 465.51 feet to the east line of a 50 foot wide drainage ease□ent as recorded in Official Records Book 2823, Page 1966, of said P□□lic Records□thence S 15□ 04' 32" E along said East line of drainage ease□ent 702.11 feet□thence S 89□46' 45" W a distance of 471.70 feet to the Point of Beginning.

Containing 7.30 acres □ore or less.

(40) *Ordinance No. 14-2007.*

The East 300.00 feet of the West 600.00 feet of the So□th □ of the So□th □ of the So□theast □ of the So□theast □, exce□t the right-of-wa□ for State Road 520 in Section 26, Townshi□ 24 So□th, Range 35 East, Brevard Co□nt□, Florida.

Less and Exce□t the Following:

That certain □arcel descri□ed in Official Records Book 1352 at Page 382, of the P□□lic Records of Brevard Co□nt□, Florida, said o□t □arcel □eing □ore □artic□larl□ descri□ed as follows:

Begin at the intersection of the West line of the East 300.00 feet of the West 600.00 feet of the So□th □ of the So□th □ of the So□theast □ of the So□theast □ of Section 26 with the North right of wa□line of State Road 520□thence r□n North along the West line of the East 300.00 feet of the West 600.00 feet for 125.00 feet□Thence r□n North 89 Degrees 41 □in□tes 06 seconds East 30.00 feet□thence r□n So□th 40 degrees 04 □in□tes 32 seconds East 6.50 feet□thence r□n North 89 degrees 41 □in□tes 06 seconds East 100.00 feet□thence r□n So□th 00 degrees 17 □in□tes 42 seconds West 120.0 feet to the north right of wa□line of State Road 520□thence r□n Westerl□along said North right of wa□line for 134.15 feet to the Point of Beginning.

Containing 1.44 acres □ore or less.

(41) *Ordinance No. 15-2007.*

The Northeast One Q□arter of the Northwest One Q□arter of the So□theast One Q□arter of Section 7, Townshi□ 24 So□th, Range 36 East, Brevard Co□nt□, Florida, less the North 25.0 feet thereof, also less the Right-of-Wa□ of Cidco Road as shown on the □lat of CIDCO PARK recorded in Plat Book 22 at □age 51 of the □□□lic records of Brevard Co□nt□, Florida, also less that □arcel descri□ed in Official Records Book 867, □age 933 of the □□□lic records of Brevard Co□nt□, Florida. The □ro□ert□ descri□ed herein contains 7.018 acres □ore or less, and is also descri□ed as follows:

PARCEL 1

For a Point of Beginning, co□ □ence at the intersection of the So□th right-of-wa□ line of Cidco Road and the East Line of said Northeast Q□arter of the Northwest Q□arter of the So□theast Q□arter of said Section 7, Townshi□ 24 So□th, Range 36 East, Brevard Co□nt□, Florida□thence, for a first co□rse, r□n So□th along the East line of said Northeast Q□arter

of the Northwest Q□arter of the So□theast Q□arter of said Section 7 to the So□theast corner of the Northeast Q□arter of the Northwest Q□arter of the So□theast Q□arter□thence for a second co□rse, r□n West along the So□th line of the Northeast Q□arter of the Northwest Q□arter of the So□theast Q□arter of said Section 7 to an intersection with the So□th right-of-wa□ line of Cidco Road□thence, for a third co□rse, r□n along the So□therl□ and Easterl□ right-of-wa□ line of Cidco Road to the Point of Beginning of the □ro□ert□ herein descri□ed□AND

PARCEL 2

A □arcel of land l□ing 10 feet on either side of the following descri□ed centerline: Co□ □ence at a □oint on the West line of said Northeast Q□arter of the Northwest Q□arter of the So□theast Q□arter of Section 7, Townshi□ 24 So□th, Range 36 East, Brevard Co□nt□, Florida, So□th 00 degrees 16 □in□tes 20 seconds East 223.01 feet fro□ the Northwest corner of said Northeast Q□arter of the Northwest Q□arter of the So□theast Q□arter of Section 7, said □oint □eing on the center line of a 20 foot wide Railroad Right-of-Wa□ and the Point of Beginning of the □ro□ert□ herein conve□ed□thence r□n along said center line, North 88 degrees 06 □in□tes 05 seconds East 143.00 feet to the Point of a c□rve to the right□thence r□n So□theasterl□ 57.20 feet along the arc of a 358.10 radi□s c□rve, thr□ a central angle of 09 degrees 09 □in□tes□thence So□theasterl□ 122.50 feet along the arc of a 358.10 radi□s c□rve, thr□ a central angle of 19 degrees 36 □in□tes to the Point of Tangenc□□thence r□n So□th 63 degrees 08 □in□tes East 55.00 feet, □ore or less, to the □oint of a c□rve to the left□thence r□n So□theasterl□ and Northeasterl□ 303.80 feet along the arc of a 358.10 foot radi□s c□rve, thr□ a central angle of 48 degrees 36 □in□tes 30 seconds East to a □oint, So□th 00 degrees 03 □in□tes 00 seconds West 314.00 feet, □ore or less, fro□ the Northeast corner of the aforesaid Northeast Q□arter of the Northwest Q□arter of the So□theast Q□arter, said □oint □eing on the center line of said 20 foot Right-of-Wa□ and the end of this descri□tion, AND

PARCEL 3

Co□ □ence at the So□thwest corner of the Northeast Q□arter of the Northwest Q□arter of the So□theast Q□arter of said Section 7, Townshi□ 24 So□th, Range 36 East, Brevard Co□nt□, Florida, and r□n thence North 00 degrees 16 □in□tes 20 seconds West a distance of 430.02 feet to a □oint on the So□th line of a 20 foot wide Railroad Right-of-Wa□□thence r□n North 88 degrees 06 □in□tes 55 seconds East along the said Railroad Right-of-Wa□ a distance of 143.28 feet to a Point of C□rvat□re of a c□rve to the right having a radi□s of 348.10 feet□thence r□n along the arc of said c□rve to the right and the So□th line of said Railroad Right-of-Wa□ thr□ a central angle of 09 degrees 29 □in□tes 15 seconds, an arc distance of 57.64 feet to the Point of Beginning□thence r□n So□th 00 degrees 16 □in□tes 20 seconds East a distance of 368.55 feet to a □oint on the North Right-of Wa□ line of Cideo Road, said □oint □eing on the arc of a c□rve to the left having a radi□s of 261.48 feet□thence r□n Northeasterl□ along the arc of said c□rve to the left and the North Right-of-Wa□ line of Cidco Road thr□ a central angle of 25 degrees 42 □in□tes 21 seconds, an arc distance of 117.31 feet to a Point of Tangenc□□thence r□n North 49 degrees 25 □in□tes 55 seconds East along the North Right-of-Wa□ line of Cidco Road, a distance of 169.09 feet□ thence r□n North 00 degrees 03 □in□tes 00 seconds East a distance of 117.42 feet to a □oint on the So□th line of a 20 foot Railroad Right-of-Wa□, said □oint □eing on a c□rve to the right having a radi□s of 368.10 feet□thence r□n Northwesterl□ along the arc of said c□rve to the right and along the aforesaid So□th line of a Railroad Right-of-Wa□ thr□ a central angle of 12 degrees 10 □in□tes 20 seconds, an arc distance of 78.20 feet to a Point of Tangenc□□thence r□n North 63 degrees 08 □in□tes 00 seconds West along the So□th line of said Railroad Right-of-Wa□ a distance of 55.00 feet to a Point of C□rvat□re of a c□rve to the left having a radi□s of 348.10 feet□thence r□n Northwesterl□ along the arc of said c□rve to the left and the So□th line of said Railroad Right-of-Wa□ thr□ a central angle

of 19 degrees 15 □in□tes 45 seconds, an arc distance of 117.02 feet to the Point of Beginning□AND

PARCEL 4

Co□ □ence at the So□thwest corner of the Northeast Q□arter of the Northwest Q□arter of the So□theast Q□arter of said Section 7, Townshi□ 24 So□th, Range 36 East, Brevard Co□nt□, Florida, and thence r□n North 00 degrees 16 □in□tes 20 seconds West a distance of 450.02 feet to a □oint on the North Right-of-Wa□ line of a 20 foot Railroad Right-of-Wa□ and the Point of Beginning□thence r□n North 88 degrees 06 □in□tes 55 seconds East along the said North Right-of-Wa□ line of the 20 foot Railroad Right-of-Wa□ a distance of 142.72 feet to a Point of C□rvat□re of a c□rve to the right having a radi□s of 368.11 feet□ thence r□n still along the North Right-of-Wa□ line of the said 20 foot Railroad Right-of-Wa□ along the arc of said c□rve to the right thr□ a central angle of 28 degrees 45 □in□tes 00 seconds an arc distance of 184.71 feet to a Point of Tangenc□□thence r□n still along the North line of the said 20 foot Railroad Right-of-Wa□ So□th 63 degrees 08 □in□tes 00 seconds East a distance of 55.00 feet to a Point of C□rvat□re of a c□rve to the left having a radi□s of 348.10 feet□thence r□n still along the North line of the said 20 foot Railroad Right-of-Wa□along the arc of said c□rve to the left thr□ a central angle of 49 degrees 04 □in□tes 36 seconds, an arc distance of 298.16 feet to a □oint on the East line of the Northeast Q□arter of the Northwest Q□arter of the So□theast Q□arter of said Section 7□thence r□n North 00 degrees 03 □in□tes 00 seconds East along the East line of the Northeast Q□arter of the Northwest Q□arter of the So□theast Q□arter of said Section 7, a distance of 281.54 feet□thence r□n So□th 88 degrees 04 □in□tes 53 seconds West, □arallel to and 25 feet So□th, □□ right angle □eas□re□ent, of the North line of the Northeast Q□arter of the Northwest Q□arter of the So□theast Q□arter of said Section 7, a distance of 660.56 feet to a □oint on the West line of the Northeast Q□arter of the Northwest Q□arter of the So□theast Q□arter of said Section 7□thence r□n So□th 00 degrees 16 □in□tes 20 seconds East along the West line of the Northeast Q□arter of the Northwest Q□arter of the So□theast Q□arter of said Section 7 a distance of 188.00 feet to a □oint on the North line of the aforesaid 20 foot Railroad Right-of-Wa□and the Point of Beginning□AND

PARCEL 5

Co□ □ence at the So□thwest corner of the Northeast Q□arter of the Northwest Q□arter of the So□theast Q□arter of said Section 7, Townshi□ 24 So□th, Range 36 East, Brevard Co□nt□, Florida, and r□n thence North 00 degrees 16 □in□tes 20 seconds West a distance of 50.02 feet to a □oint on the North Right-of-Wa□ line of Cidco Road□thence r□n North 88 degrees 06 □in□tes 55 seconds East along the said North Right-of-Wa□ line of Cidco Road a distance of 142.26 feet to a Point of C□rvat□re of a c□rve to the left having a radi□s of 261.48 feet□thence r□n still along the said North Right-of-Wa□ line of Cidco Road along the arc of said c□rve to the left thr□ a central angle of 38 degrees 41 □in□tes 00 seconds, an arc distance of 176.54 feet to a Point of Tanganc□□thence r□n North 49 degrees 25 □in□tes 55 seconds East, still along the said North Right-of-Wa□ line of Cidco Road, a distance of 169.09 feet to the Point of Beginning□thence r□n North 49 degrees 25 □in□tes 55 seconds East along the said North Right-of-Wa□ line of Cidco Road a distance of 120.31 feet to a Point of C□rvat□re of a c□rve to the right having a radi□s of 311.48 feet□ thence r□n still along the said North Right-of-Wa□ line of Cidco Road along the arc of said c□rve to the right thr□ a central angle of 09 degrees 06 □in□tes 47 seconds, an arc distance of 49.54 feet to a Point of Intersection of the said North Right-of-Wa□ line of Cidco Road and the So□th Right-of-Wa□ line of a 20 foot Railroad Right-of-Wa□, said □oint □eing on a c□rve to the right having a radi□s of 368.10 feet and a tangent □earing of So□th 84 degrees 04 □in□tes 58 seconds West□thence r□n along the said So□th Right-of-Wa□ line of the 20 foot Railroad Right-of-Wa□ in a Westerl□ direction along the arc of said c□rve to the right thr□ a central angle of 20 degrees 36 □in□tes 42 seconds, an arc distance of

132.42 feet□thence r□n So□th 00 degrees 03 □in□tes 00 seconds West a distance of 117.42 feet to a □oint on the North Right-of-Wa□ line of Cidco Road and the Point of Beginning.

(42) *Ordinance 05-2008.*

The s□□ject □ro□ert□ is generall□ located in Section 30, Townshi□ 24 So□th, Range 36 East, Brevard Co□nt□, Florida, and □eing □ore □artic□larl□descri□ed as follows:

The Northeast □ of the Northwest and □art of the Northwest □ as descri□ed in Deed Book 69, □age 62, EXCEPT the North 600 feet of the Northeast □ of the Northwest □ PAR 251.

Containing 24.31 acres, □ore or less.

(43) *Ordinance No. 02-2012.*

The West □ of the So□theast □ of the Northwest □ and the Northeast □ of the So□thwest □ of Section 23, Townshi□ 24 So□th, Range 35 East, l□ing North of State Road No. 524, less the following descri□ed land: □egin at the center of said Section 23 and r□n thence So□th 0 degrees 23'21" West, 654.11 feet to a □oint on the North Right of Wa□ line of said State Road No. 524□ thence So□th 53 degrees 28'51" West along said North Right of Wa□ Line, 562.0 feet□thence North 43 degrees 27'41" West, 305.15 feet□thence North 0 degrees 23'46" West, 772.00 feet to a □oint on the North line of said Northeast □ of So□thwest □ □thence So□th 89 degrees 34'20" East along said North line, 660.68 feet to the Point of Beginning.

(44) *Ordinance No. 03-2012.*

Legal Descri□tion and Location Ma□ A □arcel of land l□ing in the So□theast □ of the Northeast □ of Section 30, Townshi□ 24 So□th, Range 36 East, and containing the □arcels of land descri□ed in Official Records Books 1234, □age 1044, 2008, □age 973 and 2038, □age 543 all l□ing in and □eing of the P□□lic Records of Brevard Co□nt□, Florida, said □arcel □eing descri□ed as follows: co□ □encing at the So□theast corner of said So□theast □ of the Northeast □ of said Section 30, thence s.89'12'02"w., along the so□th line of said So□theast □ of the Northeast □ of Section 30, a distance of 40.00 feet to a □oint l□ing on the West right-of-wa□ line of Clearlake Road (an 80.00 foot wide right-of-wa□) and said □oint □eing the □oint of □eginning of the □arcel of land herein descri□ed□thence contin□e s.89'12'02"w., along said So□th line of the So□theast □ of the Northeast □ of Section 30, a distance of 959.35 feet to a □oint l□ing on the So□therl□ □rolongation of the East line of the □lat of Ackle□ S□□division No. 3, as recorded in Plat Book 18, □age 91 of the P□□lic Records of Brevard Co□nt□, Florida□thence n.00'27'00"w., along said East line of said □lat of Ackle□ S□□division No. 3, a distance of 700.01 feet to a □oint l□ing on the North line the So□th 700 feet of the West 350 feet of the East 1000 feet of said So□theast □ of the Northeast □ of Section 30□thence n.89'12'02"e., along said line, 339.87 feet to a □oint l□ing on the So□therl□ □rolongation of the West line of the □arcel of land descri□ed in Official Records Book 2008, □age 973 of the P□□lic Records of Brevard Co□nt□, Florida□thence along said □rolongation and the □o□ndaries of said □arcel of land, the following fo□r co□rses and distances: thence n.00'22'16"w., 132.27 feet□ thence n.89'17'44"e., 340 feet□ thence s.00'22'16"e., 139.67 feet□thence s.89'34'04"w., 60.30 feet to the Northeast corner of □lock 1 as shown on the □lat of Pineh□rst Ce□eter□ as recorded in Plat Book 8, □age 23 of the P□□lic Records of Brevard Co□nt□, Florida□thence along the □o□ndaries of said □lock 1, the following five co□rses and distances□thence s.00'25'56"e., 100.00 feet□thence n.89'34'04"e., 15.00 feet□ thence s.00'25'56"e., 200.00 feet□thence s.89'34'04"w., 15.00 feet□thence s.00'25'56"e., 102.43 feet to a □oint l□ing on the North line of the So□th 290 feet of the East 650.00 feet of said So□theast □ of the Northeast □ of Section 30□thence n.89'12'02"e., along said line, 340.01 feet to a □oint l□ing on the aforesaid West right-of-wa□ line of Clearlake Road□thence s.00'25'56"e., along said right-of-wa□ line, 290.01 feet to the □oint of □eginning.

Containing 13.33 acres □ore or less.

(45) *Laws of Fla., Ch. 2014-232* .

PINECREST CEMETERY

Part of the So□theast □ of the Northeast □ of Section 30, Townshi□ 24 So□th, Range 36 East, Cit□ of Cocoa, Brevard Co□nt□, Florida: Begin on the East line of the So□theast □ of the Northeast □ of Section 30, Townshi□ 24 So□th, Range 36 East at a □oint which is 290.00 feet North of the So□theast corner thereof□thence d□e West 660.00 feet to a □oint□thence d□e North 400.00 feet to a □oint□thence d□e East 660.00 feet to a □oint on said East line of said So□theast □ of the Northeast □ of Section 30□thence d□e So□th along said East line of said So□theast □ of the Northeast □ of Section 30, 400.00 feet to the Point of Beginning. LESS AND EXCEPT land descri□ed in Official Records Book 421, Page 589 and Official Records Book 2038, Page 543, of the P□□lic Records of Brevard Co□nt□, Florida.

E□ERGREEN MEMORIAL PARK

The So□th 15 acres of the So□th 30 acres of the West one-half of the Northwest □□arter of Section 29, Townshi□ 24 So□th, Range 36 East, Brevard Co□nt□, Florida. Less and exce□t land recorded in Deed Book 265, Page 564 and Deed Book 351, Pages 547 and 549, P□□lic Records of Brevard Co□nt□, Florida.

(Ord. No. 8-89, □1, 9-6-89□Ord. No. 14-89, □1, 11-28-89□Ord. No. 6-94, □1(Exh. A), 4-26-94□ Ord. No. 12-94, □□1, 2,(Exh. A), 6-14-94□Ord. No. 12-97, □□1(Exh. A), 2, 8-12-97□Ord. No. 18-97, □□1(Exh.A), 2, 10-14-97□Ord. No. 16-98, □□1(Exh. A), 2, 7-14-98□Ord. No. 1-2000, □□ 1, 2, 1-11-2000□Ord. No. 2-2000, □□1, 2, 1-11-2000□Ord. No. 19-2000, □2, 12-12-00□Ord. No. 14-2001, □2, 11-13-01□Ord. No. 02-2002, □2, 3-12-02□Ord. No. 03-2002, □2, 3-12-02□Ord. No. 18-2002, □2, 7-23-02□Ord. No. 6-03, □2, 3-11-03□Ord. No. 7-03, □2, 3-11-03□Ord. No. 8-03, □2, 3-11-03□Ord. No. 9-03, □2, 3-11-03□Ord. No. 10-03, □2, 4-8-03□Ord. No. 13-03, □2, 5-13-03□Ord. No. 14-03, □2, 5-27-03□Ord. No. 15-03, □2, 6-24-03□Ord. No. 16-03, □2, 6-24-03□Ord. No. 57-03, □2, 1-13-04□Ord. No. 8-04, □2, 3-9-04□Ord. No. 11-04, □3, 4-13-04□Ord. No. 17-04, □2, 4-27-04□Ord. No. 31-04, □2, 8-24-04□Ord. No. 03-05, □2, 1-25-05□Ord. No. 04-05, □2, 1-25-05□Ord. No. 05-05, □2, 1-25-05□Ord. No. 08-05, □2, 4-12-05□Ord. No. 16-05, □2, 7-26-05□Ord. No. 17-05, □2, 7-26-05□Ord. No. 18-05, □2, 7-26-05□Ord. No. 21-05, □2, 12-13-05□Ord. No. 01-06, □2, 1-24-06□Ord. No. 02-06, □2, 1-24-06□Ord. No. 03-06, □2, 1-24-06□Ord. No. 04-2006, □2, 2-28-2006□Ord. No. 07-06, □4, 2-14-06□Ord. No. 08-06, □4, 2-14-06□Ord. No. 01-2007, □2, 1-23-07□Ord. No. 02-2007, □2, 1-23-07□Ord. No. 14-2007, □2, 5-22-2007□Ord. No. 15-2007, □2, 5-22-07□Ord. No. 05-2008, □2, 4-22-08□Ord. No. 02-2012, □ 2(Exh. A), 5-8-2012□Ord. No. 03-2012, □2(Exh. A), 5-8-2012□Laws of Fla. Ch. 2014-232, □1)

Legislation Details (With Text)

File #:	19-25	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	1/24/2019			**In control:**	City Council
On agenda:	2/13/2019			**Final action:**	
Title:	Approve the request of two street closures in association with the proposed Special Events. (Leisure Services)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	3_2019_RC_Council_Agenda - _Route_Maps_Running_Zone_09.29.2019				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 24, 2019
Agenda Date: February 13, 2019
Prepared By: Gail Bantugan, Leisure Services Manager
Through: Samantha Senger, Assistant to the City Manager and Public Relations Specialist
Requested Action:
Approve the request of two street closures in association with the proposed Special Events.

BACKGROUND:

During any given calendar year, the number of street closures approved by the City Council within the Central Business District (CBD) zoning district shall not exceed twenty-four (24) days. Any street closure lasting in excess of four (4) hours shall be counted as one full day, while any street closure of four (4) hours or less shall be counted as one half day per the Special Events Ordinance No. 02-2016.

Currently, the number of approved street closures for the calendar year 2019 is at twenty-two; with the approval of these two street closure requests, the number of street closures will be twenty-four; which is the maximum allowed for any given calendar year and is in compliance with the Special Events Ordinance No. 02-2016.

Preclampsia Foundation Promise Walk, June 1, 2019 (8:00 am - 1:00 pm)
Riverfront Park to Church Street continuing to Riverside Drive

Riverside Drive:	Between Church St. and Derby St.
Delannoy Avenue:	Between Derby St. Harrison St.
Harrison Street:	Between Delannoy and Brevard Ave.
Brevard Avenue:	Between Harrison St. and Rosa L. Jones Blvd

Rosa L. Jones Blvd:	To John Garren Ln
John Garren Lane:	Between Rosa L. Jones and Orange Street
Orange Street:	Between John Garren Ln and Florida Ave.
Florida Avenue:	Between Orange Street and Stone St.
Stone Street:	Between Florida Ave and Brevard Ct.
Brevard Court:	Between Florida Ave and Orange St.
Orange Street:	Between Brevard Ct and Brevard Ave.
Church Street:	Between Brevard Ave and Delannoy St.
Delannoy Avenue:	Between Church Street and Harrison St.
Harrison Street:	Between Delannoy and Riversedge leading back into riverfront Park along the river.

Total Closure - One Day

Running Zone Foundation Race Series Red Carpet Run 5K, 10K, 15K, Sunday, September 29, 2019 (2:00am-1:00pm).

All 3 races will depart together at 6:30am on Brevard Avenue in the Central Business District of Cocoa Village heading north across SR 520, and continuing along Indian River Drive north bound until their respective turnarounds and then back south to SR. 520 turning left (east) onto the new path, on the north side of SR. 520, cross underneath SR. 520 utilizing the new connector to Lee Wenner Park, the participants will head towards the finish line at the entrance of Lee Wenner, (Harrison Ave. and Riversedge Blvd). There is a a three hour course limit for the longest distance event, (15K). The turnaround location for the 5K is nearest the address of 1041 Indian River Road, 10K is north of Twin Lakes Drive, 15K nearest the intersection of Carleton Drive.

Total Closure - One Day.

STRATEGIC PLAN CONNECTION:

The Approval of the road closures will help to enhance the image of Cocoa as an inviting destination for visitors as well as re-enforce a sense of community and increased event participation for its citizens

BUDGETARY IMPACT:

The City receives $50.00 for each group that requests a street closure.

PREVIOUS ACTION:

The first twenty-two road closures for 2019 were approved on 12/12/2018.

RECOMMENDED MOTION:

Request Council approval for the two 2019 road closures listed in this request. An attachment of each requested closure has been included.

Date	Event	Expected Attendance	Location	Road Closure Time	Street Closures	Council Approval	Est. # of days for road closure
1/5/2019	R□n for Res□onders 5K	500	Cocoa Village	Race Ro□te Clos□re 5:00□□ - 10:00□□ Harrison □etween Riveredge and Delanno□ 5:00□□ - 11:59□□	Ch□rch St: □etween Riverside Dr. and east ter□ in□s of Ch□rch St. Riverside Dr: □etween Ch□rch St. and Oak St. Oak St: □etween Riverside Dr. and Brevard Ave. Brevard Ave: □etween Oak St. and Harrison St. Harrison St: □etween Brevard Ave. and Riveredge Blvd		1.00
1/21/2019	Parade: Martin L□ther King Jr. Walk and Cele□ration	500	Riverfront Park	12□□ -3□□	Provost Park on Varr Ave. to SR 520 going east to Riveredge Blvd. into Riverfront Park	Cit□ Manager A□□roval Per Sec. 2-403 Article XI S□ecial Events and Parades	0.50
2/16/2019	Cocoa Village Mardi Gras	8000	Cocoa Village	3□□ -12a□	Delanno□Ave: □etween Der□□St. and SR 520 Brevard Ave: □etween Ch□rch St. and SR 520 Harrison Street: □etween Riveredge Blvd. and Brevard Ave. Oleander Street: □etween Brevard Ave. and M□nici□al Parking Lot		1.00
03/2-3/2019	HCVA S□ring Craft Fair	10000-12000	Cocoa Village	2a□ -6□□	Brevard Ave: □etween SR 520 and Factor□St. Oleander St: □etween Brevard Ave. and M□nici□al Parking Lot Harrison St: □etween Riveredge Blvd. and Brevard Ave. Ch□rch St: □etween Brevard Ave. and Delanno□Ave. Delanno□Ave: □etween Ch□rch St. and Harrison St.		2.00

Date	Event	Expected Attendance	Location	Road Closure Time	Street Closures	Council Approval	Est. # of days for road closure
3/30/2019	HCVA - Car Show and D□ck Race	1500	Cocoa Village and Lee Wenner Park		Brevard Ave: □etween SR 520 and Factor□St. Orange Ave: □etween Brevard Pl. and Brevard Ave. Harrison St: □etween Brevard ave and Riversedge. Oleander St: □etween Brevard Ave. and M□nici□al Parking Lot		1.00
4/12/2019	Village Idiot 5K Village Lost Their Idiot	500	Cocoa Village	Race Ro□te Clos□re 5:00□□ - 10:00□□ Harrison □etween Riveredge and Delanno□ 5:00□□ - 11:59□□	Ch□rch St: □etween Riverside Dr. and east ter□ in□s of Ch□rch St. Riverside Dr: □etween Ch□rch St. and Oak St. Oak St: □etween Riverside Dr. and Brevard Ave. Brevard Ave: □etween Oak St. and Harrison St. Harrison St: □etween Brevard Ave. and Riveredge Blvd		1.00
5/4/2019	March of Di□es March for Ba□ies	500	Cocoa Village RFP	4:00□□ - 8:00□□	Ch□rch St: □etween Riverside Dr. and east ter□ in□s of Ch□rch St. Riverside Dr: □etween Ch□rch St. and Oak St. Riverside Dr:at Der□□Street The Cit□of Rockledge will also □e □artici□ating in this event and will □onitor the intersections so□th □e□ond Oak Street. The walk will □ove so□th along Riverside Dr. /Rockledge Dr and t□rn aro□nd at Barton Ave. and head north □ack to Riverfront Park.		1.00

05/11-12/2019	HCVA S□□ □er Craft Fair	10000-12000	Cocoa Village	2a□-5□□	Brevard Ave: □etween SR 520 and Factor□St. Oleander St: □etween Brevard Ave. and M□nici□al Parking Lot Harrison St: □etween Riveredge Blvd. and Brevard Ave. Ch□rch St: □etween Brevard Ave. and Delanno□Ave. Delanno□Ave: □etween Ch□rch St. and SR 520		2.00
05/18-19/2019	Cocoa Triathlon	1500	Cocoa/Cocoa Village/RFP/LWP/ Rockledge	2a□-12□□	**Swim segment** will co□ □ence in Lee Wenner Park with a S□ring Distance of .25□iles, into the Indian River. The t□rnaro□nd □oint will □e designated at the floating □o□□. The Transition Area for each seg□ent will □e located in Riverfront Park/Harrison Field. **The Bicycling Segment**, S□rint Distance e□□al to one la□and the International Distance is e□□al to two la□s, will □egin in Riverfront Park and □ove down towards Lee Wenner Park. The □artici□ants will then □roceed □nder the 520 □ridge and contin□e North on Indian River Drive with the t□rnaro□nd at Indian Trail and □ack to the transition area in Riverfront Park. **The Run Segment,** S□rint Distance e□□al to one la□ and the International Distance e□□al to two la□s, will transition in Riverfront Park then □roceed so□th towards the t□rnaro□nd □oint at Barton Aven□e and co□ □ence north □ack to the finish in Riverfront Park.		1.00

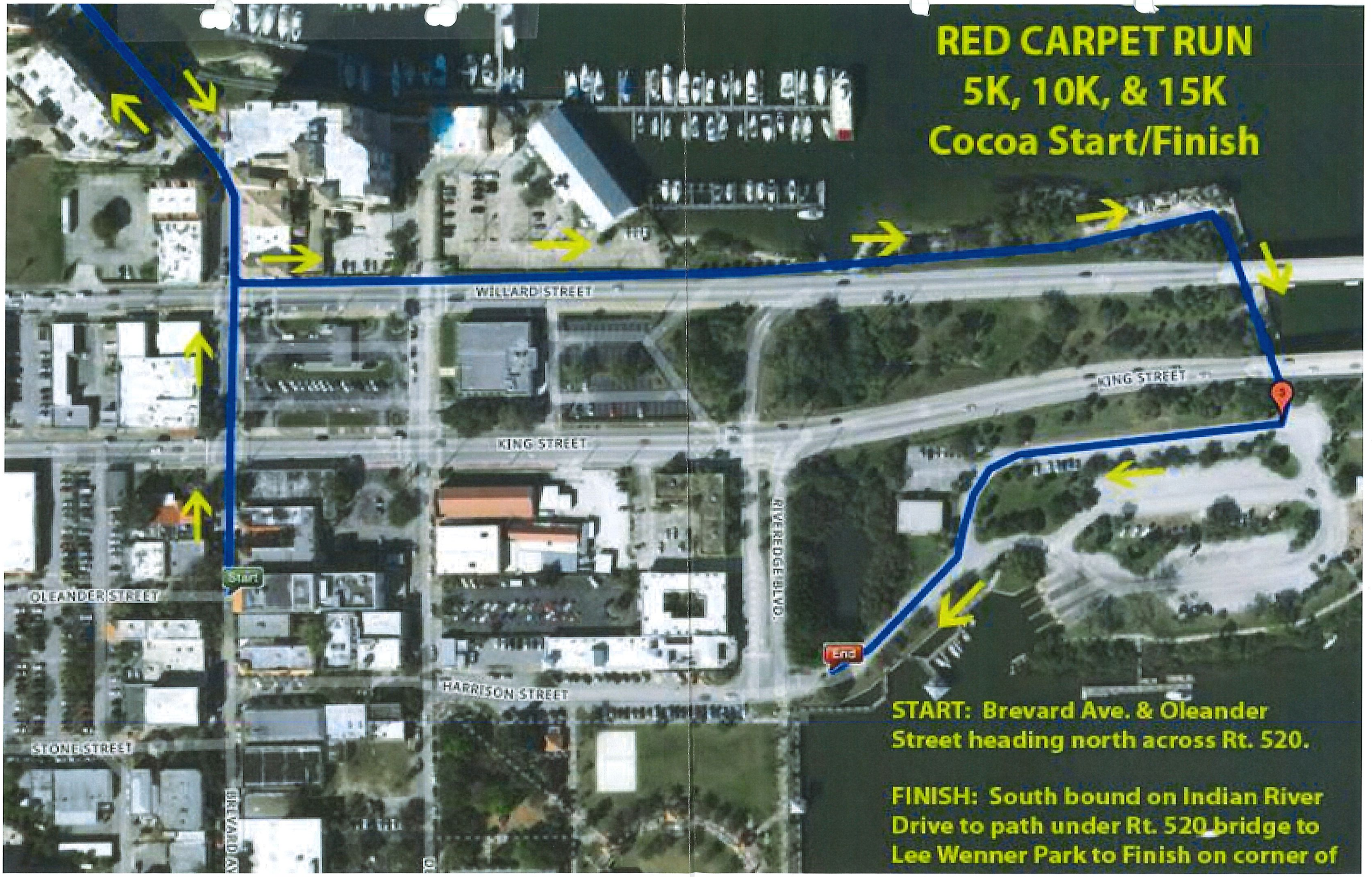
6/1/2019	2019 Precla□ □sia Fo□ndation Pro□ise Walk (inag□ral walk)	75	Cocoa Village	6a□-11a□	Riverfront Park to Ch□rch Street contin□ing to Riverside Drive Riverside Drive: Between Ch□rch St. and Der□□St. Delanno□Aven□e: Between Der□□St. Harrison St. Harrison Street: Between Delanno□and Brevard Ave. Brevard Aven□e: Between Harrison St. and Rosa L. Jones Blvd Rosa L. Jones Blvd To John Garren Ln John Garren Lane Between Rosa L. Jones and Orange Street Orange Street: Between John Garren Ln and Florida Ave. Florida Aven□e: Between Orange Street and Stone St. Stone Street: Between Florida Ave and Brevard Ct. Brevard Co□rt: Between Florida Ave and Orange St. Orange Street: Between Brevard Ct and Brevard Ave. Ch□rch Street: Between Brevard Ave and Delanno□ St. Delanno□Aven□e: Between Ch□rch Street and Harrison St. Harrison Street: Between Delanno□and Riveredge		1.00
6/22/2019	J□neteenth	500-700	Not in the CBD of Cocoa	09:00a□-06:00□□	Stone Street □etween Mango St. and Blake Ave. Blave Ave □etween Stone St. and Bar□ara Jenkins. Bar□ra Jenkins St. □etween Mango Ave and Blake Ave. Valencia St □etween Sone St. and Bar□ara Jenkins St. **Not in the CBD**		0.00
7/4/2019	J□l□4th Cele□ration	12,000	Riverfront Park	11a□-11□□	Harrison fro□ Riveredge to Delanno□	Cit□ Manager A□□roval Per Sec. 2-403 Article XI S□ecial Events and Parades	1.00

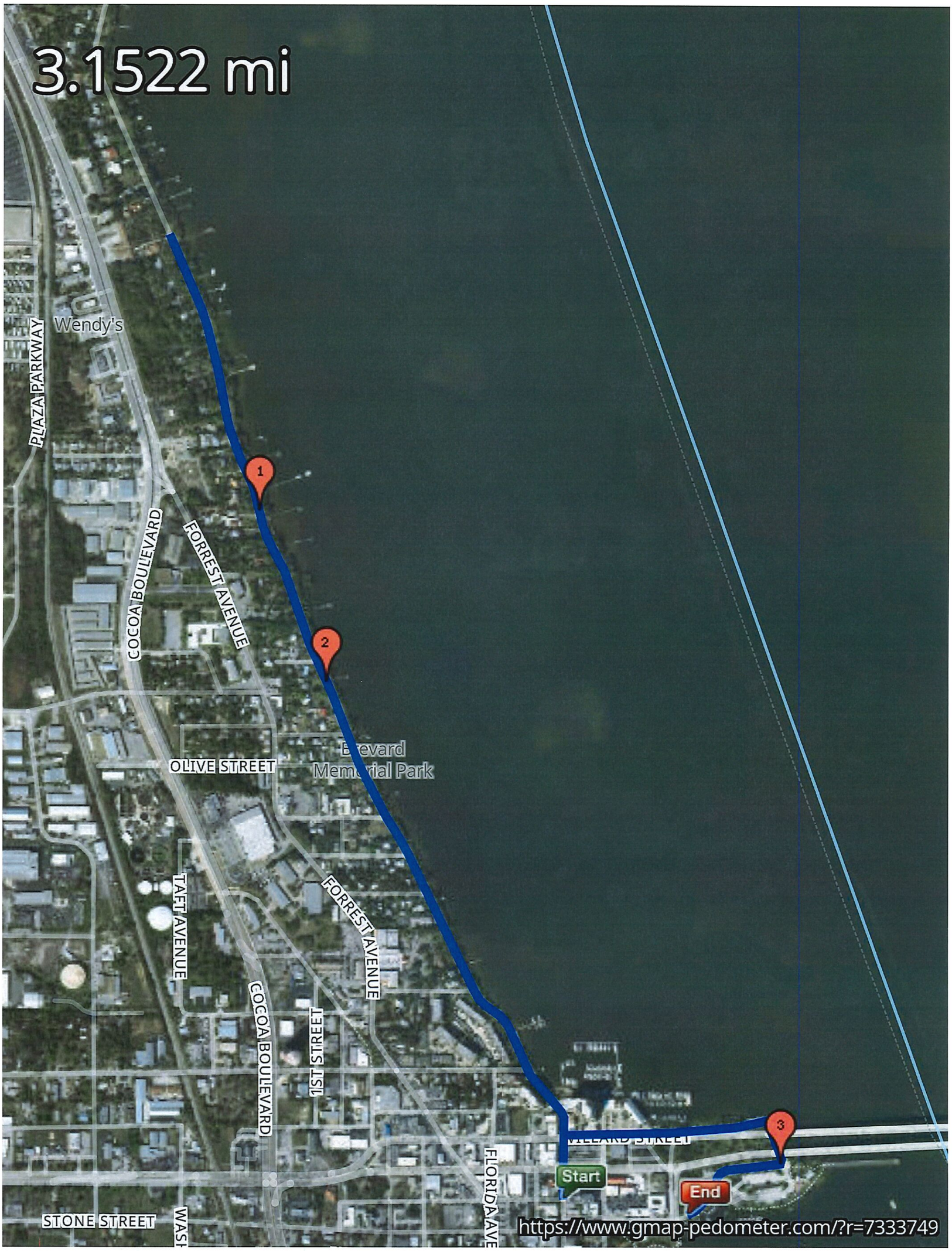
9/21/2019	HCVA Car Show	500	Cocoa Village	10a□-5□□	Brevard Ave: □etween SR 520 and Factor□St. Orange Ave: □etween Brevard Pl. and Brevard Ave. Harrison St: □etween Delanno□Ave. and Brevard Ave. Oleander St: □etween Brevard Ave. and M□nici□al Parking Lot		1.00
Date	**Event**	**Expected Attendance**	**Location**	**Road Closure Time**	**Street Closures**	**Council Approval**	**Est. # of days for road closure**
9/21/2019	2018 Space Coast Walk to End Alzheimer's	800	Cocoa Village	6a□-11a□	Riverfront Park to Ch□rch Street contin□ing to Riverside Drive Riverside Drive: Between Ch□rch St. and Der□□St. Delanno□Aven□e: Between Der□□St. Harrison St. Harrison Street: Between Delanno□and Brevard Ave. Brevard Aven□e: Between Harrison St. and Rosa L. Jones Blvd Rosa L. Jones Blvd To John Garren Ln John Garren Lane Between Rosa L. Jones and Orange Street Orange Street: Between John Garren Ln and Florida Ave. Florida Aven□e: Between Orange Street and Stone St. Stone Street: Between Florida Ave and Brevard Ct. Brevard Co□rt: Between Florida Ave and Orange St. Orange Street: Between Brevard Ct and Brevard Ave. Ch□rch Street: Between Brevard Ave and Delanno□ St. Delanno□Aven□e: Between Ch□rch Street and Harrison St. Harrison Street: Between Delanno□and Riversedge leading □ack into riverfront Park along the river.		1.00

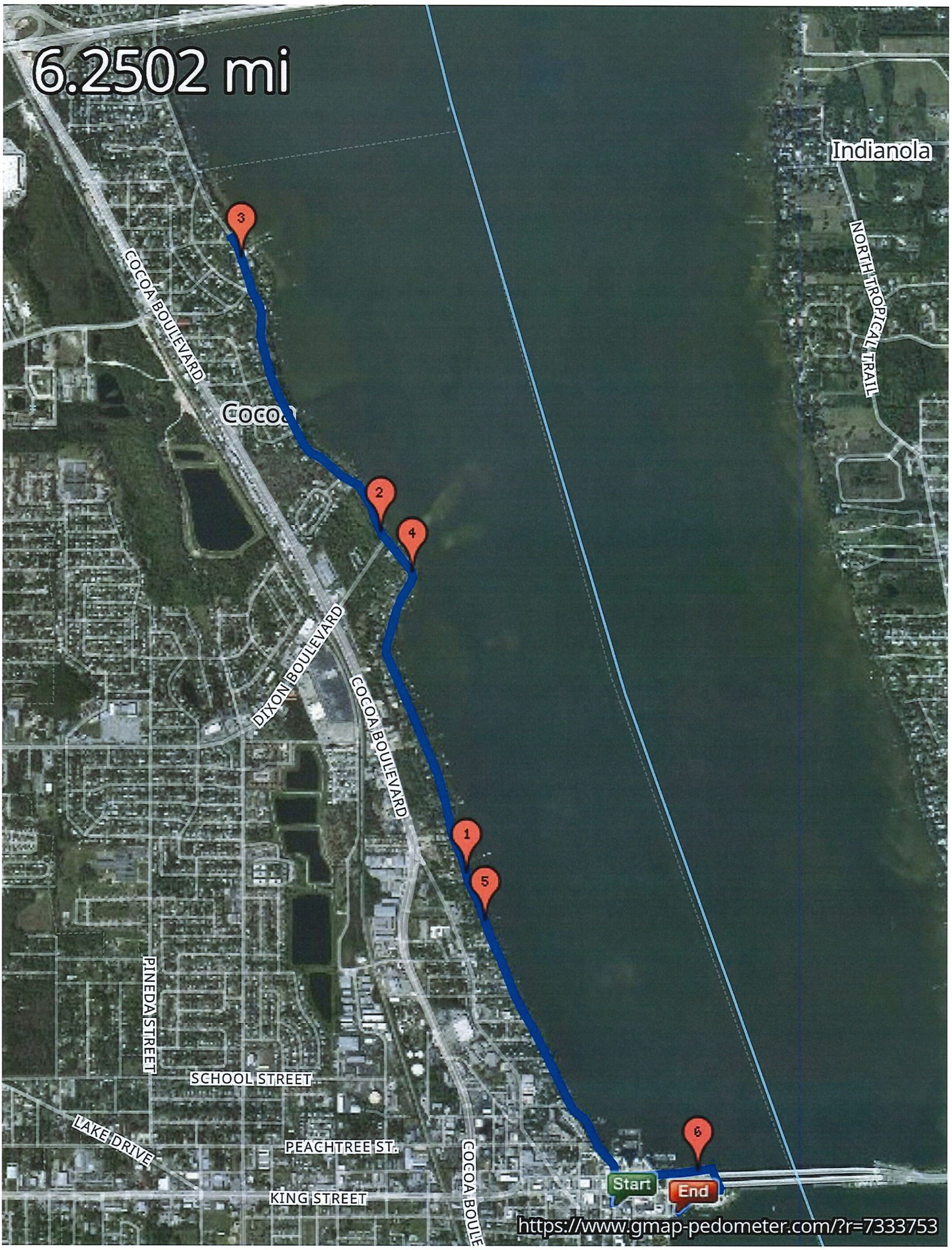
9/29/2019	R□nning Zone Red Car□et Race	1,000	LWP/RFP	4:00a□ - 12:00□□	All 3 races, the 5K, 10K and 15K r□n along Indian River Drive north □o□nd □ntil their res□ective t□rnaro□nd and then □ack so□th to Rt. 520 t□rning left (east) onto the new □ath on the north side of Rt. 520, cross □nder Rt. 520 to Lee Wenner Park and then to Rivers Edge Blvd. to the finish. All 3 races start together at 6:30 a□ and we have a 3 ho□r co□rse li□it for the longest distance event (15K).		1.00
Date	**Event**	**Expected Attendance**	**Location**	**Road Closure Time**	**Street Closures**	**Council Approval**	**Est. # of days for road closure**
10/19-20/2019	HCVA Fall Craft Fair	10000-12000	Cocoa Village	2a□ -5□□	Brevard Ave: □etween SR 520 and Factor□St. Oleander St: □etween Brevard Ave. and the M□nici□al Parking Lot Delanno□Ave: □etween Ch□rch St. and SR 520 Harrison St: Riveredge Dr. and Brevard Ave.		2.00
10/26/2019	Cit□of Cocoa'sFall Festival in the Village	6,000	Cocoa Village and Riverfront Park	1□□ -8□□	Harrison St: □etween Riveredge Blvd. and Brevard Ave. Delanno□St: □etween Ch□rch St. and SR 520 Ch□rch St: □etween Brevard Ave. and Delanno□Ave. Brevard Ave: □etween SR 520 and Ch□rch St.		1.00
10/27/2019	S□ace Coast Free Wheelers ICWC Bike Race	500	Civic Center & Village	7:00-8:30a□	Delanno□& Harrison		0.50
11/2/2019	Christ Central Church Fall Festival”	850	Cocoa, FL Michigan and Co□□ina	1□□ -8□□	Co□□ina Drive: □etween Michigan Ave. and the easterl□end of ch□rch □ro□ert□		Not in CBD
11/2/2019	FEDS Ste□ □□ for Down S□ndro□e	800	Riverfront Park	8a□ -12□□	Ch□rch St: □etween Delanno□Ave. and Riverside Dr. Riverside Dr: □etween Ch□rch St. and Oak St. Rockledge will also □e s□□□orting this event.		1.00

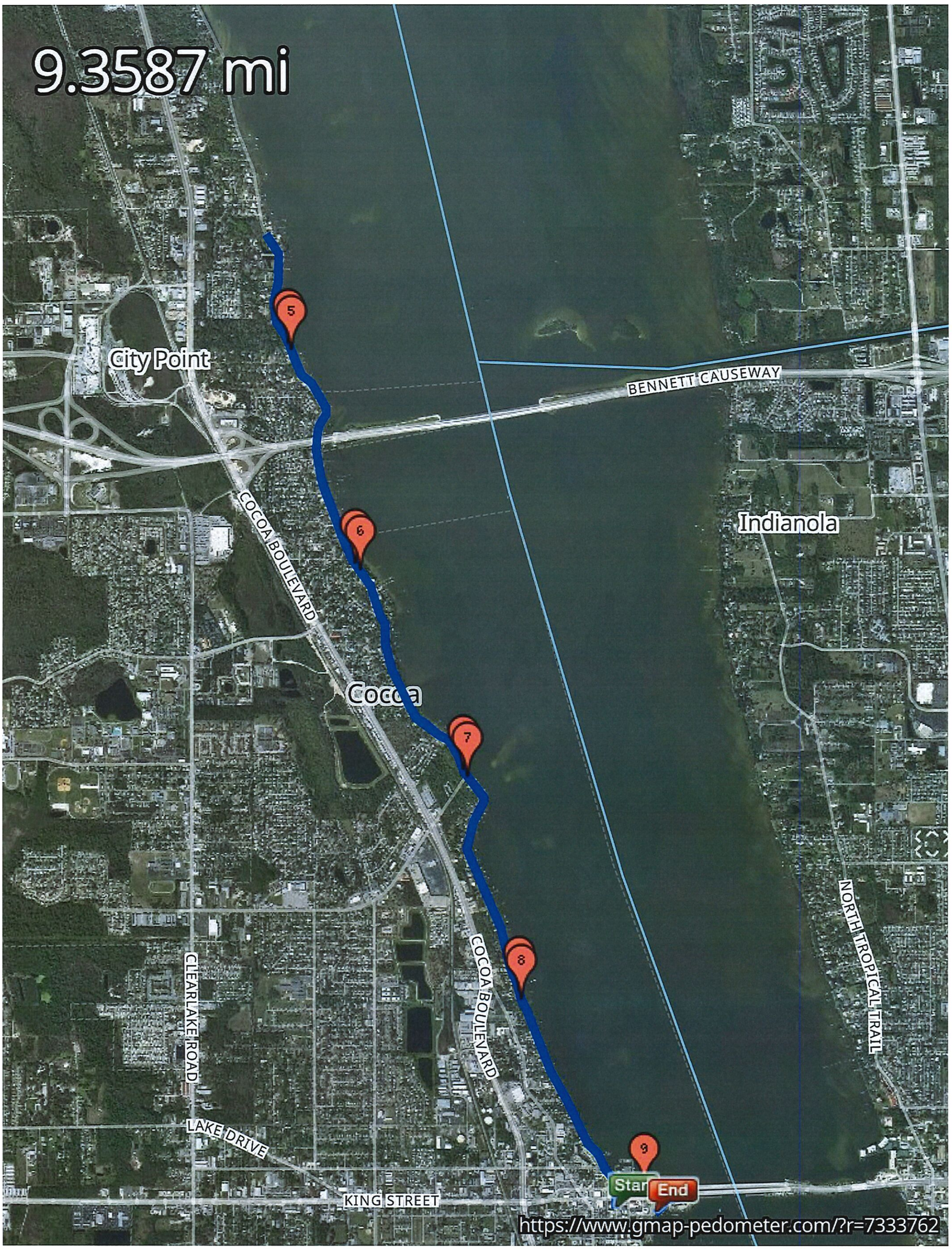
Date	Event	Expected Attendance	Location	Road Closure Time	Street Closures	Council Approval	Est. # of days for road closure
11/30/2019-12/01/2019	S□ace Coast Fo□ndation Marathon and Half Marathon	5/18/1927	COCOA RFP and LWP	2a□-1□□ on12/01/2019	**Space Coast Marathon Course 26.2 Miles** The Race □egins on Brevard Aven□e heading so□th. T□rn right on Orange St. T□rn right on Florida Ave. T□rn right on RT.520 (east □o□nd) T□rn left on Brevard Ave heading north and cross over Rt.520 (west □o□nd). Contin□e north□o□nd on Indian River Drive with a t□rn-aro□nd j□st so□th of Indian Trail. Head so□th on Indian River Drive. T□rn right on Peachtree St. T□rn left on Florida Ave. T□rn left on Rosa L. Jones Blvd. Heading right onto Oak St. T□rn right onto Rockledge Drive to the t□rnaro□nd j□st so□th of Stone□ridge Drive. T□rn aro□nd heading north on Rockledge Drive. T□rn right on Ch□rch St. □tilizing the Porcher House Loop Alleyway behind St. Mark's E□isco□al Ch□rch and Acade□ □. T□rn right onto Delanno□Ave. Right onto Harrison St. Re□aining in the west □o□nd lane of Harrison St. into Lee Wenner Park to the Finish Line. S□ace Coast Half- Marathon Co□rse 13.1 Miles (two co□rses)**North Course** Heading So□th on Brevard Ave. T□rn Right onto Orange St. T□rn right onto Florida Ave. T□rn Right onto RT 520 (east-□o□nd). T□rn Left on Brevard Ave Crossing RT 520 (west □o□nd). Co□rse r□ns along Riverside Drive □ntil j□st so□th of Indian Trail. The co□rse then t□rns aro□nd heading so□th □ntil RT 520 (west-□o□nd) and t□rns left to the new connector crossing □nder Rt 520 into Lee Wenner Park to the Finish Line. **South Course** Heading So□th on Brevard Ave. T□rning left on Ch□rch Street. T□rn right on Rockledge Drive contin□ing on Rockledge Drive to 200 □eters so□th of Stone□ridge Dr. (j□st north of Oakledge Drive. T□rn aro□nd heading north □ack to Ch□rch St. T□rnong right onto Ch□rch Street □sing the Porcher Ho□se Loo□ Alleyway behind St. Mark's Episcopal Church and Academy. T□rn right onto Delanno□Ave. T□rn right onto Harrison St. Sta□ing in the west-□o□nd lane of Harrison Street into Lee Wenner Park to the Finish Line.		1.00
12/7-8/2019	HCVA Holida□Craft Fair	12,000	Cocoa Village	2a□-5□□	Brevard Ave: Between King St (SR520) and Factor□ Oleander St: Between Brevard Ave. and the M□nici□al Parking Lot Delanno□Ave: Between Ch□rch St. and King St (SR520) Harrison St: Between Riveredge and Brevard Ave.		2.00

12/14/2019	Cocoa/Rockledge Holida□Parade and Tree Lighting□□	500	Rockledge/Cocoa Village	4□□-8□□	Brevard Ave: □eginning at the so□therl□cit□li□it to Mar□land Ave. Mar□land Ave: □etween Brevard Ave. and Delanno□ Ave. Delanno□Ave: □etween Mar□land Ave. and SR 520 Harrison St: □etween Delanno□Ave. and Riveredge Blvd.		1.00
	****City sponsored function**					**Total**	**24.00**


RED CARPET RUN
5K, 10K, & 15K
Cocoa Start/Finish
WILLARD STREET
KING STREET
KING STREET
OLEANDER STREET
HARRISON STREET
STONE STREET
RIVEREDGE BLVD.
Start
End
START: Brevard Ave. & Oleander Street heading north across Rt. 520.
FINISH: South bound on Indian River Drive to path under Rt. 520 bridge to Lee Wenner Park to Finish on corner of


3.1522 mi
Wendy's
PLAZA PARKWAY
COCOA BOULEVARD
FORREST AVENUE
OLIVE STREET
Brevard
Memorial Park
TAFT AVENUE
FORREST AVENUE
COCOA BOULEVARD
1ST STREET
MELARD STREET
FLORIDA AVE
STONE STREET
1
2
3
Start
End
https://www.gmap-pedometer.com/?r=7333749


6.2502 mi
Indianola
NORTH TROPICAL TRAIL
COCOA BOULEVARD
DIXON BOULEVARD
COCOA BOULEVARD
PINEDA STREET
SCHOOL STREET
LAKE DRIVE
PEACHTREE ST.
KING STREET
COCOA BOULE
Start
End
https://www.gmap-pedometer.com/?r=7333753


9.3587 mi
City Point
BENNETT CAUSEWAY
COCOA BOULEVARD
Indianola
Cocoa
NORTH TROPICAL TRAIL
CLEARLAKE ROAD
LAKE DRIVE
KING STREET
Start
End
https://www.gmap-pedometer.com/?r=7333762

Legislation Details (With Text)

File #:	19-55	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	2/5/2019			**In control:**	City Council
On agenda:	2/13/2019			**Final action:**	
Title:	Consider the Cancellation of the Regular City Council Meeting on March 27, 2019 due to FLC Legislative Action Days and the Cancellation of the Regular City Council Meeting on December 25, 2019 due to the Christmas holiday. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FLC Announcement.pdf 2019 Holiday Schedule.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 5, 2019
Agenda Date: February 13, 2019
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Cancellation of the Regular City Council Meeting on March 27, 2019 due to FLC Legislative Action Days and the Cancellation of the Regular City Council Meeting on December 25, 2019 due to the Christmas holiday.

BACKGROUND:

It is the tradition of the City Council to cancel the second City Council meeting in December due to the holidays and due to the great number of citizens, employees, and Council members spending time with their families locally or out of town. This year, the second meeting of December falls on December 25, 2019, Christmas Day. This is a City holiday for employees and City offices will be closed.

Secondly, Florida League of Cities Legislative Action Days are being held this year March 26-27, 2019 in Tallahassee. Three members of Council will be attending, along with the City Manager. The event ends at 1 p.m. on Wednesday, March 27th. Driving time was calculated and it takes approximately 4 hours and 22 minutes to return from Tallahassee. This is not including any stops made. The trip is over 300 miles. Due to the timeframe of the event, staff is requesting that the Regular meeting of March 27, 2019 be cancelled, as there would not be a quorum with only the two remaining Council members in attendance, and staff does not want anyone to rush home and jeopardize their safety.

Section 2.51 of the City Code explains the Cancellation of City Council meetings and is stated below:

Time, place for regular meetings; procedure for cancelling meetings and calling special meetings.

(a) The regular meetings of the city council shall be held in the council meeting room in the Municipal City Hall building, such building being a publicly owned facility within the city limits, at 6:00 p.m. every second and fourth Wednesday of each and every month. The meeting time may be adjusted by the city council on a case-by-case basis to address special circumstances.

(b) In the event a regular* meeting *coincides with a holiday or for any reason a quorum will not be available, the council by majority vote may* cancel *or reschedule such* meeting*.

(c) In the event the city manager becomes aware that a quorum* of *the council will not be available or that there is no business which needs to be presented to the council, the city manager may notify each available member* of *the council* of *the facts and, if there is no objection,* cancel *such regular* meeting*. No more than one (1)* meeting *per month may be* cancelled *by this procedure.

(d) Special meetings may be called by the mayor or the city manager as from time-to-time may be required.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

City Council has traditionally approved the cancellation of the second meeting of December and has approved the cancellation of Regular City Council meetings on an as needed basis. The April 10, 2018 Regular City Council meeting was cancelled last year.

RECOMMENDED MOTION:

Consider the Cancellation of the Regular City Council Meeting on March 27, 2019 due to FLC Legislative Action Days and the Cancellation of the Regular City Council Meeting on December 25, 2019 due to the Christmas holiday

FLORIDA LEAGUE OF CITIES
Legislative Action Days

Doubletree by Hilton Tallahassee
March 26-27, 2019
Hotel Reservation Deadline: February 22, 2019
Registration Deadline: March 12, 2019

LEGISLATIVE ACTION DAYS TENTATIVE SCHEDULE*

(This registration is ***separate*** from the Florida League of Mayors registration. If attending both programs, please register for both programs.)

MONDAY, MARCH 25

Continuing Education in Ethics
1:00 p.m. - 5:00 p.m.
(Sittig Hall at Kleman Plaza/FLC office, 301 S. Bronough Street)

TUESDAY, MARCH 26

Registration Desk Open
9:00 a.m. - 10:30 a.m.
(City Hall Chambers, 300 S. Adams St.)

Legislative Briefing: Hear From Key Legislators and the League's Legislative Team
10:00 a.m. - 12:30 p.m.
(City Hall Chambers, 300 S. Adams St.)

Box Lunches
12:30 p.m. - 1:00 p.m.
(Sittig Hall at Kleman Plaza/FLC office, 301 S. Bronough St.)

Capitol Visits
1:00 p.m. - 5:00 p.m.

FLC Board of Directors Meeting
4:00 p.m. - 6:00 p.m.
(Sittig Hall at Kleman Plaza/FLC office, 301 S. Bronough St.)

Reception
5:30 p.m. - 6:30 p.m.
(Doubletree Hotel, 101 S. Adams St.)

WEDNESDAY, MARCH 27

Continental Breakfast with FLC Legislative Advocates
7:30 a.m. - 8:15 a.m.
(Sittig Hall at Kleman Plaza/FLC office, 301 S. Bronough St.)

Capitol Visits
8:45 a.m. - 12:00 p.m.

**Subject to change*

FLORIDA LEAGUE OF MAYORS TENTATIVE SCHEDULE*

(This registration is ***separate*** from the Legislative Action Days registration. Please contact Rachel Embleton at (850) 701-3654 or ***rembleton@flcities.com*** to register.)

WEDNESDAY, MARCH 27

Florida League of Mayors' Press Conference
8:30 a.m. - 9:00 a.m.
(Capitol, Fourth Floor)

Florida League of Mayors' Mayors Serve Local Event
9:15 a.m. - 11:45 a.m.
(Location TBD)

Florida League of Mayors' Board Luncheon/Meeting
12:00 p.m. - 3:00 p.m.
(Sittig Hall at Kleman Plaza/FLC office, 301 S. Bronough St.)

**Subject to change*

#HOMERULE

2019 FLC LEGISLATIVE ACTION DAYS

The Florida League of Cities Legislative Action Days are **Tuesday and Wednesday, March 26-27, 2019,** in Tallahassee. Join President Leo E. Longworth and the League's legislative team to influence proposed legislation impacting local decision-making. You will meet with state lawmakers on an array of important issues. Hotel space is limited in Tallahassee during legislative session, so make your travel plans now!

The event begins on **Tuesday, March 26,** with a legislative briefing at 10:00 a.m. in Tallahassee's City Hall Chambers, located at 300 S. Adams St. Following the briefing, stop by Sittig Hall, located in the Florida League of Cities office, from 12:30 p.m. - 1:00 p.m. to pick up a box lunch. After lunch, plan to visit the Capitol for scheduled meetings with your legislators. League staff will work with local/regional leagues to coordinate and schedule appointments. **Please indicate your local/regional league on the registration form below.**

All registrants are invited to a reception on March 26 at the Doubletree Hotel, located at 101 S. Adams St., from 5:30 p.m. - 6:30 p.m. Share ideas with your city colleagues and legislators in a relaxed setting.

On **Wednesday, March 27,** plan to continue meetings with your legislators in the morning. While the legislative appointment schedule is expected to conclude around noon on Wednesday, please feel free to stick around for committee hearings or other legislative events.

Continuing Education in Ethics Workshop (prior to Legislative Action Days): On **Monday, March 25**, the League is offering a four-hour ethics workshop that meets the state requirements for Continuing Education in Ethics. It will be held from 1:00 p.m. - 5:00 p.m. in Sittig Hall, located in the Florida League of Cities office. To register, please check the box on the registration form below. There is no charge for League members.

REGISTRATION FORM

Return the completed form by **March 12, 2019** to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757; e-mail to ***hhogarth@flcities.com*** or **CLICK HERE** to register online. Please type or print information requested. Complete one registration form per registrant. No registration fee is required; however, on-site registrants cannot be guaranteed for the meal function. The deadline for cancellations is **March 12, 2019. Note: A separate registration is required for those attending the Florida League of Mayors program. Contact Rachel Embleton at *rembleton@flcities.com* for FLM registration information.**

Name:_____
First M.I. Last

First Name or Nickname:_____ Title:_____
(as you wish it to appear on your badge)

Local/Regional League Affiliation (or County):_____

Mailing Address:_____

City:_____ State:_____ Zip:_____

Phone:_____ Email:_____

First-Time Attendee? ☐ Yes ☐ No

Will you be attending Monday's Ethics Workshop in Sittig Hall? ☐ Yes ☐ No

Will you be making your own legislative appointments? ☐ Yes ☐ No (If yes, once appointments are made, please contact **Mary Edenfield** at *medenfield@flcities.com* to let her know who you are meeting with and when.)

Dietary Restrictions: ☐ Yes ☐ No If "yes," specify dietary requirements:_____

_____

Join your city colleagues from across Florida in the fight for Home Rule! **CLICK HERE** to view the League's 2019 Legislative Action Agenda.

HOTEL INFORMATION • DOUBLETREE BY HILTON TALLAHASSEE - 101 S. ADAMS ST.

Reservations: Contact the hotel at (877) 800-2652 and refer to the group code **FL3** or mention **Florida League of Cities**. For online reservations, **CLICK HERE.** The room block rate is **$229/night**, single or double occupancy. Self-parking is $15 per night; valet is $18 per night. The cutoff date for making reservations is **February 22, 2019**, but please remember that the room block could sell out before this date and FLC cannot guarantee availability at any time. Reservations must be guaranteed by one night's deposit or a major credit card, and cancellations must be made at least 24 hours prior to arrival.

CITY MANAGER'S OFFICE
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8680 I Fax: (321) 433-8690

MEMORANDUM

TO: City of Cocoa Employees
FROM: John A. Titkanich, Jr., City Manager
DATE: November 16, 2018
SUBJECT: **2019 Holiday Schedule**

The City of Cocoa will observe the following Holidays in 2019:

Tuesday	January 1	New Year's Day
Monday	January 21	Martin Luther King, Jr.'s Birthday
Monday	February 18	President's Day* (IAFF, LIUNA & Non-Union only)
Monday	May 27	Memorial Day
Thursday	July 4	Independence Day
Monday	September 2	Labor Day
Monday	November 11	Veteran's Day
Thursday	November 28	Thanksgiving Day
Friday	November 29	Day after Thanksgiving
Wednesday	December 25	Christmas Day
Thursday	December 26	Day After Christmas Day** (PBA, LIUNA & Non-Union only)

**Employees covered under PBA contract do not have this Holiday.*
***Employees covered under IAFF contract do not have this Holiday.*

Legislation Details (With Text)

File #:	19-34	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	City Business
File created:	1/28/2019			**In control:**	City Council
On agenda:	2/13/2019			**Final action:**	
Title:	Approve the relocation of one restroom and one pavilion from Dr. Joe Lee Smith Park to Manor Park (Autumn's Place) and baseball field lighting from Dr. Joe Lee Smith Park to the Provost Park west recreational field. (Assistant City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Cocoa Parks Amenity Inventory.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 28, 2019
Agenda Date: February 13, 2019
Prepared By: Matthew Fuhrer, Assistant City Manager
Through: John Titkanich, Jr., City Manager, ICMA-CM, AICP
Requested Action:
To approve the relocation of one restroom and one pavilion from Dr. Joe Lee Smith Park to Manor Park (Autumn's Place) and baseball field lighting from Dr. Joe Lee Smith Park to the Provost Park west recreational field.

BACKGROUND:

The City of Cocoa through a competitive bidding process secured a contractor to re-build the Dr. Joe Lee Smith Center at Dr. Joe Lee Smith Park. The Center will be relocated on-site to the corner of Stone Street and Washington Street. The site work is expected to begin shortly and there are current recreational facilities that are within the site development plan that can be moved to other recreational areas within the City. The new Dr. Joe Lee Smith center will offer enhanced recreational amenities as well as a more user friendly site. The following recreational equipment has been identified to have useful life remaining and could provide recreational benefits within other Cocoa Parks.

- 4 Musco Light Banks currently placed to light the baseball field(site of new center)
- Medium sized (16'X16') pavilion
- Men's and Women's CXT Restroom

Attached to this agenda item is a Cocoa Parks Amenity List. Based on the current amenities available and current park usage, staff is recommending the following locations for the recreational

equipment to be located.

- (Provost Park West) 4 Musco Light Banks currently placed to light the baseball field (site of new center)
- (Autumn's Place/Manor Park) Medium sized (16'X16') pavilion
- (Autumn's Place/ Manor Park) Men's and Women's CXT Restroom

STRATEGIC PLAN CONNECTION:

By effectively relocating recreational amenities with useful life from one park to another recreational access for Cocoa residents is improved and future resources can be dedicated to additional enhancements.

BUDGETARY IMPACT:

Budgeted	N/A
If not budgeted, is amendment/transfer attached?	N/A

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To approve the relocation of one restroom and one pavilion from Dr. Joe Lee Smith Park to Manor Park (Autumn's Place) and baseball field lighting from Dr. Joe Lee Smith Park to the Provost Park west recreational field.

City of Cocoa Parks Amenity Inventory

1) Carl Anderson Park- .92 Acres, Playground, Pavilion, Basketball Court, Parking Area

2) B.A. Morse Park- 3.25 Acres, Stormwater Pond and walking path

3) Cocoa Manor Park .45 Acres, (Autumn's Place)- Playground, Picnic Tables

4) Don Stradley Park- 42.68 Acres, Sports Complex Ball Fields, Youth Football Field, Supporting Facilities, Horseshoes, Restroom, Picnic Shelter, Concessions, Press Box

5) Fern and Prospect Park- 1.12 Acres, Playground, Picnic Pavilion

6) Joe Lee Smith Park- 2.9 Acres, Community Center, Swimming Pool, Baseball Field, Playground, Picnic Pavilion, Parking Area (Recreation Center and Site Re-build underway)

7) Junny Rios Martinez Park- 5.96 Acres, Tennis Court, Basketball Court, Parking Area, Picnic Pavilion, Restrooms, Playground, Walking Path

9) Provost Park- 15.96 Acres, Rugby Field, Rugby Concession Facility, Soccer Field, Parking Areas, 2 Pavilions (east pavilion has serving facilities), 2 Basketball Courts, Tennis Court, Playground

10) Travis Park- 7.88 Acres, Approximate Acres- Playground, Volleyball Court, Recreation Center, Parking Area, Basketball Court

Legislation Details (With Text)

File #:	19-40	**Version:**	1	**Name:**	Approval of an additional position in the City Manager's Office, Digital Communications Specialist.
Type:	Resolution			**Status:**	City Business
File created:	1/29/2019			**In control:**	City Council
On agenda:	2/13/2019			**Final action:**	
Title:	Approval of an additional position in the City Manager's Office, Digital Communications Coordinator and Approve a Resolution Amending the FY2019 Budget through the use of General Fund Contingency to fund the position. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Salary Comparison Form Digital Communications Specialist.pdf PA-CM-Digital Communications Specialist (3-4-19).pdf Digital Communications Coordinator Draft- 1-18-19.docx NEW Budget Resolution FY 2019.docx BAF 19-060 -CM-Digital Communications Coordinator (2-13-19)~ Agenda 19-040.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 29, 2019
Agenda Date: February 13, 2019
Prepared By: Samantha Senger, APR, Asst to the City Manager and PR Specialist
Through: John A. Titkanich, Jr., AICP, ICMA-CM
Requested Action:
Approval of an additional position in the City Manager's Office, Digital Communications Coordinator and Approve a Resolution Amending the FY2019 Budget through the use of General Fund Contingency to fund the position.

BACKGROUND:

In 2014, the City of Cocoa created the Public Relations Specialist position to assist with Media Relations, Press Releases, Website and Social Media. In the past five years since the position was created, the role has expanded to include fundraising and special events, graphic design, overseeing the Leisure Services Department, message boards and special projects.

Last January, additional accessibility requirements were issued by the Federal Government for local municipal websites and digital content to make it easier for citizens with all abilities to be able to access information from their local government. These requirements will consist of numerous updates to the website, updating and making accessible past digital documents, and training staff on all future website posts and digital records creation.

Preliminary verbal quotes from outside vendors to make past digital documents accessible range from $8 per page to $20 per page with thousands of pages needing to be updated. This does not include the updates needed to be made to the website or training staff to create accessible documents moving forward.

With the creation of a Digital Communications Coordinator, the focus will be on making sure that the City of Cocoa becomes complaint with the new regulations and trains staff to ensure compliance in the future. This position will also be able to train new staff with use of the website to keep content fresh and updated and will maintain the City's social media platforms.

With the addition of this person in the City Manager's office, staff will be able to also focus on other special projects such as the addition of a Citizen's Academy and a Youth Council. This additional person will report directly to the Assistant to the City Manager and Public Relations Specialist to complete their day-to-day responsibilities.

STRATEGIC PLAN CONNECTION:

The addition of the Digital Communications Coordinator will allow the City to focus on the emotional image of the City by increasing and enhancing our communication tools, ensuring coordination and consistency of communication resources, ensure communication efforts are accessible to all of our citizens, and allow the City to expand marketing and communication efforts.

BUDGETARY IMPACT:

Budgetary Analysis is attached to this agenda item for the Digital Communications Coordinator position.

Budget Adjustment form # 19-060

Account Number: 001-1600-513.39-00
Account Name: Contingency
Amount: ($32,919)

Payroll Account Numbers:
001-1100-512.12-00 $22,072
001-1100-512.21-00 $1,754
001-1100-512.22-00 $1,824
001-1100-512.23-00 $6,363
001-1100-512.24-00 $56
001-1100-512.27-00 $850

Total: $32,919 Salary and Benefits

PREVIOUS ACTION:

In 2014, the City of Cocoa hired an internal Public Relations Specialist to handle the media and communications for the community. With the increased responsibilities and additional accessibility requirements that have arisen since that time, the need for additional resources is crucial.

RECOMMENDED MOTION:

Approval of an additional position in the City Manager's Office, Digital Communications Coordinator and Approve a Resolution Amending the FY2019 Budget through the use of General Fund Contingency to fund the position.

Digital Communications Coordinator
Compensation Analysis

Salary Survey

Benchmarked Organization	Job Title	Salary Min	Salary Mid	Salary Max	% Diff from Market Avg.	Other Information
City of Titusville	Media Specialist	$33,840	$43,146	$52,451	93%	
City of Cape Canaveral	Community Engagement Specialist	$30,742	$39,187	$47,632	85%	
City of Largo	Communications and Marketing Specialist	$41,558	$51,969	$62,379	114%	
City of Boca Raton	Communications and Digital Media Coordinator	$39,230	$45,876	$75,648	108%	
City of Cocoa PROPOSED (GE9)	**Digital Communications Specialist**	**$37,024**	**$48,131**	**$59,238**	**102%**	

Internal Employee Comparison Data						
Last Name	**First Name**	**Job Title**	**Pay Grade**	**Hire Date**	**Starting Salary In Position**	**Current Salary**
Singleton	Samia	Economic Development Specialist	GE11	6/20/2016	$43,180.80	$48,755.20
Downs	Donald	Conservation & Public Relations Officer	GE9	11/19/2007	$39,000.00	$46,633.60

Salary Survey						
Benchmarked Organization	**Job Title**	**Position Requirements**	**Hourly Min**	**Hourly Max**	**Salary Min**	**Salary Max**
City of Titusville	Media Specialist	Two year degree in communications, marketing or film productions or related field preferred experience in video production	**$16.26**	**$25.21**	**$33,840.05**	**$52,451.32**
City of Cape Canaveral	Community Engagement Specialist	Bachelor's Degree and 1 year related experience in Communications, Creative Writing and or Publication Design	**$14.78**	**$22.90**	**$30,742.40**	**$47,632.00**
Orange County	Public Relations/Information Officer	Bachelor's Degree in marketing, public relations, journalism, communications, public or business administration with (3) years experience	**$20.31**	**$32.48**	**$42,244.80**	**$67,558.40**
City of Largo	Communications and Marketing Specialist	Bachelor's Degree in Communications, Public Relations, Journalism, or related field; four years experience in full time work in mass media advertising, public relations or publishing.	$19.98	$29.99	$41,558.40	$62,379.20
City of Boca Raton	Communications and Digital Media Coordinator	Bachelor's Degree with major coursework in communications or marketing with a minimum of (3) years experience in multi-media marketing	$22.05	$36.36	$45,876.00	$75,648.00
Town of Jupiter	Communications and Events Coordinator	Bachelor's Degree in Communications, marketing, advertising or graphic design with (3) years previous experience in community relations, public relations, marketing, events planning or advertising.	$23.28	$34.92	$48,423.00	$72,635.00

Actual Job Functions	Performs Duties Based on Job Description						
	City of Cocoa	City of Titusville	City of Cape Canaveral	Orange County	Town of Jupiter	City of Boca Raton	City of Largo
Creates content to be included on the City's various digital platforms that will notify, increase awareness and educate residents on the happenings in the City.	√	√	√	√	√	√	√
Maintains the City's various digital platforms to include but not limited to: the City websites, social media platforms and the mobile applications.	√	√	√	√	√	√	√
Maintains the City's website and other digital forms to be accessible and compliant for residents of all abilities.	√		√	√	√	√	√
Assists the Assistant to the City Manager and Public Relations Specialist on community events.	√	√	√	√	√	√	√
Coordinates with the Assistant to the City Manager and Public Relations Specialist on other methods of communication and publications for the City to include newsletters, brochures, flyers, etc.	√	√	√	√	√	√	√
Participates in emergency management operations in drafting and/or communicating public advisory messages and assists with emergency operations for the City.	√	√		√		√	√
Conducts statistical analyses						√	
Manages Vendor Contracts					√		
Staffing and Budget Management					√		
Ensure compliance with insurance, permitting, health and safety obligations					√		
Creates purchase orders for projects							√

FY2019
Pa□roll Change Anal□sis

	Pay Grade	Hours	Hourly Rate	Total Wages 12-00	Overtime 14-00	Total Special Pay 15-00	Clothing/ Shoe Allowance 20-00	FICA 21-00	Retirement 22-00	Total Life/Health Insurance 23-00	Workers' Comp 24-00	Non-Union Benefit 27-00	TOTALS
FY 2019 ORIGINAL BUDGET													
1100; City Managers Office						*(see comments)*		7.65□	FRS Reg□lar		Clerical/Office		
Vacant□Digital Co□ □ □nications S□ecialist	xxx	2080	□0.00	□0	□0	□0	□0	□0	□0	□0	□0	□0	**$0**
New position; 3/4/2019													
EXPENDITURES	**Pay Weeks**	**Benefit Weeks**	**Vac/Sick Hours**					7.65□	FRS Reg□lar		Clerical/Office		
Act□als 10/01/18 thro□gh XX/XX/19	0	0		□0	□0	□0	□0	□0	□0	□0	□0	□0	**$0**
REQUESTED CHANGE			Pa□Grade										
This analysis assumes an external hire as of March 4th at the minimum of the pay grade and family benefits beginning in June 2019.	**Weeks**	**Benefit**	GE9					7.65□	FRS Reg□lar		Clerical/Office		
	31	17	□17.80	□22,072	□0	□0	□0	□1,754	□1,824	□6,363	□56	□850	**$32,919**
NET (COST)/SAVINGS (Original □□dget - Ex□ended - Reco□ □ended Change)				**($22,072)**	**$0**	**$0**	**$0**	**($1,754)**	**($1,824)**	**($6,363)**	**($56)**	**($850)**	**($32,919)**

Comments:

If a c□rrent Cit□e□ □lo□ee transfers into the □osition fro□ a lower □a□grade, salar□and/or □enefit costs co□ld □e higher □ased on the transferring e□ □lo□ee's c□rrent □a□rate x 1.05□ and/or c□rrent □enefit enroll□ent. Additionall□, retire□ent costs ass□□e a new hire will □artici□ate within the FRS Retire□ent □lan□if a transferring e□ □lo□ee is in a higher cost retire□ent □lan, retire□ent costs will also □e higher.

Retire□ent and Ins□rance rates are □ased on act□al FY 2018 □□dgeted rates. Workers' Co□ □rate is □ased on CY 2018 rates and FICA is calc□lated at a flat □ercent regardless of □otential □re-tax adj□st□ents.

The Projected cost does not incl□ded an ann□al increase.

This analysis only accounts for an individual position. It does not accommodate for other positions in the department/division that may cause a deficiency in the account line.

City of Cocoa Budget Adjustment Form FY 2019 - 19-060

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 02/08/19

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 32,919)	001-1600-513.39-00		CONTINGENCY	$ 498,192	$ 449,936	$ 417,017	$ 417,017
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 32,919)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 22,072	001-1100-512.12-00		REGULAR SALARIES & WAGES	$ 394,839	$ 394,839	$ 416,911	$ 280,027
$ 1,754	001-1100-512.21-00		FICA TAXES	$ 30,174	$ 30,174	$ 31,928	$ 24,027
$ 1,824	001-1100-512.22-00		RETIREMENT CONTRIBUTIONS	$ 76,272	$ 76,272	$ 78,096	$ 51,811
$ 6,363	001-1100-512.23-00		LIFE/HEALTH INSURANCE	$ 68,775	$ 68,775	$ 75,138	$ 52,448
$ 56	001-1100-512.24-00		WORKER'S COMPENSATION	$ 1,264	$ 1,264	$ 1,320	$ 915
$ 850	001-1100-512.27-00		CAFETERIA PLAN	$ 10,800	$ 10,800	$ 11,650	$ 8,050
$ 32,919	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Last January, additional accessibility requirements were issued by the Federal Government for local municipal websites and digital content to make it easier for citizens with all abilities to be able to access information from their local government. With the creation of a Digital Communications Coordinator, the focus will be on making sure that the City of Cocoa becomes complaint with the new regulations and trains staff to ensure compliance in the future.
Agenda 19-40

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 02/13/19 *RESOLUTION #:* 2019-009

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

2/8/19	Samantha Senger Digitally signed by Samantha Senger Date: 2019.02.08 13:41:46 -05'00'	2/8/19	Lea Taylor Digitally signed by Lea Taylor Date: 2019.02.08 14:16:08 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
2/8/19	Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2019.02.08 14:13:58 -05'00'	2/8/19	Lora Howell Digitally signed by Lora Howell Date: 2019.02.08 15:05:52 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	19-57	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	2/5/2019			**In control:**	City Council
On agenda:	2/13/2019			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	December 2018 Financial Report				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 5, 2019
Agenda Date: February 13, 2019
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO ,CGFM Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending December 2018 provide information for the four major funds: General Fund, Water/Sewer Fund, Water/Sewer Capital Projects 2018B Fund and the Storm Water Fund. This December 2018 report is unaudited and preliminary.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the four major funds: General Fund, Water & Sewer and Water Sewer Capital Projects 2018B, and Storm Water. This report shows the current period, the year to date totals, the annual budget and the

unrealized balance.

- Estimated - represents either the current period or year to date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the four major funds: General Fund, Water & Sewer, Water & Sewer Capital Projects 2018B and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.

FY 2019 Budget by Classification Report - Summary Listing

Through 12/31/18

Target for December is 25%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
TAXES	$ 8,200,129		$ 4,915,154	$ 3,284,975	60%
OTHER PERMITS AND FEES	$ 3,342,581		$ 1,411,875	$ 1,930,706	42%
INTERGOVERNMENTAL	$ 2,310,789		$ 284,402	$ 2,026,387	12%
CHARGES FOR SERVICES	$ 11,529,432		$ 2,743,664	$ 8,785,768	24%
FINES AND FORFEITURES	$ 26,000		$ 4,244	$ 21,756	16%
MISCELLANEOUS	$ 944,938		$ 273,927	$ 671,011	29%
OTHER SOURCES (NON-REVENUE)	$ 17,532,627		$ 2,122,688	$ 15,409,939	12%
REVENUE TOTALS	**$ 43,886,496**		**$ 11,755,954**	**$ 32,130,542**	**27%**
EXPENSE					
SALARIES AND BENEFITS	$ 23,302,067	$ 1,220	$ 4,911,890	$ 18,388,957	21%
OPERATING EXPENDITURES	$ 10,672,597	$ 3,390,892	$ 2,152,244	$ 5,129,461	52%
CAPITAL OUTLAY	$ 1,838,061	$ 805,985	$ 397,809	$ 634,267	65%
GRANTS, AIDS AND OTHER	$ 8,073,771	$ -	$ 1,000,986	$ 7,072,785	12%
EXPENSE TOTALS	**$ 43,886,496**	**$ 4,198,097**	**$ 8,462,929**	**$ 31,225,470**	**29%**
REVENUE TOTALS	**$ 43,886,496**	**$ -**	**$ 11,755,954**	**$ 32,130,542**	**27%**
EXPENSE TOTALS	**$ 43,886,496**	**$ 4,198,097**	**$ 8,462,929**	**$ 31,225,470**	**29%**
	$ -	**$ (4,198,097)**	**$ 3,293,025**	**$ 905,072**	

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310	TAXES								
311	AD VALOREM								
10 00	CURRENT TAXES	458,061	3,457,611.41	755	1,374,183	4,414,664.16	321	5,496,736	1,082,071.84
20 00	DELINQUENT TAXES	1,250	133.77	11	3,750	257.09	7	15,000	14,742.91
25 00	PENALTIES RE: TAXES	416	723.91	174	1,248	1,320.99	106	5,000	3,679.01
30 00	TAX CERTIFICATES	15,000	.00		45,000	.00		180,000	180,000.00
311 **	AD VALOREM	474,727	3,458,469.09	729	1,424,181	4,416,242.24	310	5,696,736	1,280,493.76
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	33,833	28,868.76	85	101,499	28,868.76	28	406,000	377,131.24
312 **	SALES USE AND FUEL TAXES	33,833	28,868.76	85	101,499	28,868.76	28	406,000	377,131.24
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	96,583	123,334.32	128	289,749	230,834.83	80	1,159,007	928,172.17
30 00	WATER-COCOA	27,888	28,273.67	101	83,664	85,095.61	102	334,667	249,571.39
40 00	GAS	1,666	1,834.62	110	4,998	2,483.28	50	20,000	17,516.72
80 00	PROPANE	1,251	2,448.25	196	3,753	3,789.06	101	15,013	11,223.94
314 **	UTILITY SERVICE TAX	127,388	155,890.86	122	382,164	322,202.78	84	1,528,687	1,206,484.22
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	33,642	47,734.37	142	100,926	11,852.37	12	403,706	391,853.63
315 **	COMMUNICATION SERVICE TAX	33,642	47,734.37	142	100,926	11,852.37	12	403,706	391,853.63
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	13,750	5,010.83	36	41,250	135,987.93	330	165,000	29,012.07
316 **	LOCAL BUSINESS TAX	13,750	5,010.83	36	41,250	135,987.93	330	165,000	29,012.07
310 ***	TAXES	683,340	3,695,973.91	541	2,050,020	4,915,154.08	240	8,200,129	3,284,974.92
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
00 00	BUILDING PERMITS	16,666	17,172.75	103	49,998	50,910.08	102	200,000	149,089.92
10 00	TRAINING SURCHARGE	66	.00		198	212.58	107	800	587.42
322 **	BUILDING PERMITS	16,732	17,172.75	103	50,196	51,122.66	102	200,800	149,677.34
323	FRANCHISE FEES								
10 00	ELECTRICITY	68,553	100,756.48	147	205,659	44,292.48	22	822,639	778,346.52
40 00	GAS	1,210	2,435.42	201	3,630	3,330.41	92	14,520	11,189.59
70 00	SOLID WASTE	15,365	16,240.52	106	46,095	47,943.94	104	184,385	136,441.06
323 **	FRANCHISE FEES	85,128	119,432.42	140	255,384	95,566.83	37	1,021,544	925,977.17
325	SPECIAL ASSESSMENT								
12 01	FIRE PROTECTION	162,186	681,480.64	420	486,558	1,260,070.10	259	1,946,237	686,166.90

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
12 02	DELINQUENT TAX	166	118.14	71	498	235.81	47	2,000	1,764.19
12 03	PENALTIES	166	463.81	279	498	504.74	101	2,000	1,495.26
12 04	TAX CERTIFICATES	12,500	.00		37,500	.00		150,000	150,000.00
12 *	SERVICE	175,018	682,062.59	390	525,054	1,260,810.65	240	2,100,237	839,426.35
325 **	SPECIAL ASSESSMENT	175,018	682,062.59	390	525,054	1,260,810.65	240	2,100,237	839,426.35
329	OTHER PERMITS & FEES								
00 00	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
10 00	REPOSITORY FEES	0	.00		0	.00		0	.00
20 00	BUILDING PLANS REVIEW FEE	0	.00		0	.00		0	.00
25 00	PLANNING AND ZONING	1,666	1,075.00	65	4,998	2,865.00	57	20,000	17,135.00
30 00	PLANNING SITE PLAN REVIEW	0	.00		0	.00		0	.00
35 00	FIRE INSPECTIONS	0	410.00		0	1,510.00		0	1,510.00-
329 **	OTHER PERMITS & FEES	1,666	1,485.00	89	4,998	4,375.00	88	20,000	15,625.00
320 ***	OTHER PERMITS & FEES	278,544	820,152.76	294	835,632	1,411,875.14	169	3,342,581	1,930,705.86
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
10 02	BROWNFIELDS REDEVELOP PR	0	.00		0	.00		0	.00
10 03	ENERGY EFFICIENT RETROFIT	0	.00		0	.00		0	.00
10 *	GENERAL GOVERNMENT	0	.00		0	.00		0	.00
20 01	RES OFFCR - CTY CONTRACT	8,666	.00		25,998	26,000.00	100	104,000	78,000.00
20 05	DEPT OF JUSTICE GRANTS	2,073	.00		6,219	.00		24,879	24,879.00
20 09	DOT SPEED CONTROL GRANT	0	.00		0	.00		0	.00
20 10	PROJECT SAFE NEIGHBORHOOD	0	.00		0	.00		0	.00
20 12	BULLET PROOF GRANT	760	2,910.76	383	2,280	2,910.76	128	9,130	6,219.24
20 13	COPS-CHRP GRANT	0	.00		0	.00		0	.00
20 14	FEMA DEFIBRILLATORS	0	.00		0	.00		0	.00
20 15	VICTIMS OF CRIME ACT GRNT	10,071	9,622.65	96	30,213	9,622.65	32	120,863	111,240.35
20 16	INTERNET CRIMES GRANT	833	.00		2,499	.00		10,000	10,000.00
20 17	BODY WORN CAMERA GRANT	1,500	.00		4,500	.00		18,000	18,000.00
20 *	PUBLIC SAFETY	23,903	12,533.41	52	71,709	38,533.41	54	286,872	248,338.59
30 01	FEMA ASSIST TO FF GRANT	0	.00		0	.00		0	.00
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
50 02	EDA-2018-DISASTER-11.307	3,750	.00		11,250	.00		45,000	45,000.00
50 03	FDEP-RESILIENCY4190120	7,018	.00		14,036	.00		77,200	77,200.00
50 *	ECONOMIC ENVIRONMENT	10,768	.00		25,286	.00		122,200	122,200.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
70 01	NPS CIVIL RIGHTS GRANT	4,166	.00		12,498	.00		50,000	50,000.00
331 **	FEDERAL GRANTS	38,837	12,533.41	32	109,493	38,533.41	35	459,072	420,538.59
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	3,333	23,462.80	704	9,999	23,462.80	235	40,000	16,537.20
333 **	PAYMENT IN LIEU OF TAXES	3,333	23,462.80	704	9,999	23,462.80	235	40,000	16,537.20
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	0	.00		0	.00		0	.00
50 02	COCOA CONSERVATION	0	.00		0	.00		0	.00
50 03	RESIDENTIAL RETROFIT	0	.00		0	.00		0	.00
50 04	DEO-19-THREATASSESS-P0299	0	.00		0	.00		0	.00
50 *	ECONOMIC ENVIRONMENT	0	.00		0	.00		0	.00
90 30	HISTORIC PRESERVATION GRT	0	.00		0	.00		0	.00
334 **	STATE GRANT	0	.00		0	.00		0	.00
335	STATE SHARED REVENUES								
12 00	STATE REVENUE SHARING	41,666	90,739.71	218	124,998	90,739.71	73	500,000	409,260.29
12 20	8TH CNT MUNICIPAL GAS TAX	12,916	27,211.30	211	38,748	27,211.30	70	155,000	127,788.70
12 *	STATE REVENUE SHARING	54,582	117,951.01	216	163,746	117,951.01	72	655,000	537,048.99
14 00	MOBILE HOME LICENSES	1,666	4,777.43	287	4,998	6,369.22	127	20,000	13,630.78
15 00	ALCOHOLIC BEVERAGE	1,809	.00		5,427	.00		21,717	21,717.00
18 00	LOCAL GOVERNMENT 1/2 CENT	90,833	91,300.39	101	272,499	91,300.39	34	1,090,000	998,699.61
21 00	FIREFIGHTER SUPPLEMENTAL	0	.00		0	.00		0	.00
22 00	ENHANCED 911 FEE	0	.00		0	.00		0	.00
29 00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
41 00	FUEL TAX REFUNDS	2,083	6,785.58	326	6,249	6,785.58	109	25,000	18,214.42
335 **	STATE SHARED REVENUES	150,973	220,814.41	146	452,919	222,406.20	49	1,811,717	1,589,310.80
337	GRANTS FROM LOCAL UNITS								
20 01	BC EMS GRANT	0	.00		0	.00		0	.00
40 00	TRANSPORTATION	0	.00		0	.00		0	.00
40 01	FDOT JOINT PARTICIPATION	0	.00		0	.00		0	.00
40 *	TRANSPORTATION	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
337	GRANTS FROM LOCAL UNITS								
338	SHARED REVENUE LOCAL UNIT								
10 01	EMS 1ST RESPONDER	0	.00		0	.00		0	.00
338 **	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	193,143	256,810.62	133	572,411	284,402.41	50	2,310,789	2,026,386.59
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
10 00	RECORDING FEES	0	.00		0	.00		0	.00
15 00	PUBLIC RECORDS MODERNIZAT	0	.00		0	.00		0	.00
21 00	FINANCE/ACCOUNTING FEES	0	.00		0	.00		0	.00
23 00	W/S UTILITY ACCT.FEES	0	.00		0	.00		0	.00
30 00	ADMINISTRATIVE FEES	475,140	475,141.00	100	1,425,420	1,425,423.00	100	5,701,690	4,276,267.00
31 00	ADMIN FEES STORMWATER	7,861	7,862.00	100	23,583	23,586.00	100	94,343	70,757.00
40 00	CERTIFY/COPY/SEARCH	8,333	9,700.20	116	24,999	18,669.62	75	100,000	81,330.38
90 12	PASSPORT EXECUTION FEES	583	455.00	78	1,749	1,260.00	72	7,000	5,740.00
341 **	GENERAL GOVERNMENT	491,917	493,158.20	100	1,475,751	1,468,938.62	100	5,903,033	4,434,094.38
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	1,666	5,092.50	306	4,998	33,731.25	675	20,000	13,731.25-
90 00	OTHER PUBLIC SAFETY	0	.00		0	450.00		0	450.00-
90 01	FALSE ALARM FEES	925	.00		2,775	1,080.00	39	11,100	10,020.00
90 02	MOTOR VEHICLE ACCIDENT	0	.00		0	.00		0	.00
90 *	OTHER PUBLIC SAFETY	925	.00		2,775	1,530.00	55	11,100	9,570.00
342 **	PUBLIC SAFETY	2,591	5,092.50	197	7,773	35,261.25	454	31,100	4,161.25-
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	35,159	38,957.60	111	105,477	78,320.32	74	421,913	343,592.68
37 11	ROCKLEDGE	22,210	23,281.44	105	66,630	47,191.68	71	266,528	219,336.32
37 12	SUN LAKE	292	303.52	104	876	620.48	71	3,515	2,894.52
37 13	CLNY PK-M.I.UTIL CO.	157	159.04	101	471	316.96	67	1,895	1,578.04
37 16	COCOA BEACH	9,171	9,179.84	100	27,513	18,382.88	67	110,063	91,680.12
37 17	CAPE CANAVERAL	7,571	7,523.78	99	22,713	15,078.13	66	90,856	75,777.87
37 18	TITUSVILLE	330	329.28	100	990	703.67	71	3,961	3,257.33
37 *	WATER BILLING SERVICES	74,890	79,734.50	107	224,670	160,614.12	72	898,731	738,116.88
39 01	SERVICE CHARGES	34,666	24,975.00	72	103,998	94,171.16	91	416,000	321,828.84
39 03	ADMIN CHARGES	33,333	31,290.00	94	99,999	95,130.00	95	400,000	304,870.00
39 04	PENALTIES	72,916	57,662.50	79	218,748	208,003.91	95	875,000	666,996.09
39 05	NSF CHECKS	2,960	2,752.81	93	8,880	8,508.67	96	35,525	27,016.33
39 *	WATER OTHER INCOME	143,875	116,680.31	81	431,625	405,813.74	94	1,726,525	1,320,711.26

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
41 10	GARBAGE REVENUES	173,241	170,142.61	98	519,723	501,293.15	97	2,078,903	1,577,609.85
41 20	RECYCLING REVENUE	18,065	18,566.80	103	54,195	55,645.69	103	216,789	161,143.31
41 30	GREEN WASTE	15,449	15,935.27	103	46,347	47,438.63	102	185,394	137,955.37
41 *	GARBAGE COLLECTION	206,755	204,644.68	99	620,265	604,377.47	97	2,481,086	1,876,708.53
45 10	BILLING FEE - WEST WASTE	8,058	8,464.47	105	24,174	16,714.39	69	96,697	79,982.61
45 20	SALE - RECYCLING MATERIAL	166	.00		498	28.15	6	2,000	1,971.85
45 *	GARBAGE - OTHER REVENUE	8,224	8,464.47	103	24,672	16,742.54	68	98,697	81,954.46
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90 01	MEDIAN MAINTENANCE	4,361	.00		13,083	.00		52,336	52,336.00
90 02	ADOPT A MEDIAN PROGRAM	0	.00		0	.00		0	.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	16,161	.00		48,483	.00		193,934	193,934.00
90 *	OTHER PHYSICAL ENVIRON	20,522	.00		61,566	.00		246,270	246,270.00
343 **	PHYSICAL ENVIRONMENT	454,266	409,523.96	90	1,362,798	1,187,547.87	87	5,451,309	4,263,761.13
347	CULTURE/RECREATION								
20 10	DOWNTOWN GAZEBO RENTAL	0	.00		0	.00		0	.00
20 15	JUNNY RIOS PARK RENTAL	0	.00		0	.00		0	.00
20 *	PARKS & RECREATION	0	.00		0	.00		0	.00
39 00	OTHER CULTURAL SERVICES	0	.00		0	.00		0	.00
39 10	PORCHER HOUSE - REVENUES	4,583	8,745.99	191	13,749	16,933.17	123	55,000	38,066.83
39 11	TENANT MAINTENANCE FEES	116	95.96	83	348	404.44	116	1,400	995.56
39 20	COCOA CIVIC CENTER	3,333	12,055.03	362	9,999	17,818.18	178	40,000	22,181.82
39 21	CC - BRIDAL SHOWS	0	.00		0	.00		0	.00
39 30	RIVERFRONT PARK	1,666	866.64	52	4,998	4,012.73	80	20,000	15,987.27
39 *	OTHER CULTURAL SERVICES	9,698	21,763.62	224	29,094	39,168.52	135	116,400	77,231.48
40 01	COCOA VILLAGE 10% GROSS	1,250	50.00	4	3,750	200.00	5	15,000	14,800.00
40 05	PERMIT FEES	208	1,586.09	763	624	3,262.50	523	2,500	762.50-
40 10	MARDI GRAS	0	.00		0	.00		0	.00
40 *	SPECIAL EVENTS	1,458	1,636.09	112	4,374	3,462.50	79	17,500	14,037.50
50 10	EVENT FEES	382	918.42	240	1,146	2,034.96	178	4,590	2,555.04
50 20	CONCESSION SALES	0	.00		0	.00		0	.00
50 30	ADVERTISING/SPONSORSHIPS	458	1,250.00	273	1,374	7,250.00	528	5,500	1,750.00-
50 40	SCHOOL BOARD	0	.00		0	.00		0	.00
50 *	SPECIAL REC FACILITIES	840	2,168.42	258	2,520	9,284.96	369	10,090	805.04

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	********** ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	******** ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
347	CULTURE/RECREATION								
347 **	CULTURE/RECREATION	11,996	25,568.13	213	35,988	51,915.98	144	143,990	92,074.02
349	OTHER CHARGES FOR SERVICE								
01 00	CREDIT CARD FEES	0	.00		0	.00		0	.00
349 **	OTHER CHARGES FOR SERVICE	0	.00		0	.00		0	.00
340 ***	CHARGES FOR SERVICES	960,770	933,342.79	97	2,882,310	2,743,663.72	95	11,529,432	8,785,768.28
350	FINES AND FORFEITURES								
351	JUDGMENTS AND FINES								
10 00	COUNTY COURT CRIMINAL	0	.00		0	80.00		0	80.00-
50 00	800 MHZ FINES	0	.00		0	.00		0	.00
90 00	OTHER	2,166	1,231.52	57	6,498	4,163.61	64	26,000	21,836.39
351 **	JUDGMENTS AND FINES	2,166	1,231.52	57	6,498	4,243.61	65	26,000	21,756.39
354	LOCAL ORDINANCE VIOLATION								
00 00	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
354 **	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
355	FEDERAL								
00 00	FEDERAL	0	.00		0	.00		0	.00
355 **	FEDERAL	0	.00		0	.00		0	.00
356	STATE								
00 00	STATE	0	.00		0	.00		0	.00
356 **	STATE	0	.00		0	.00		0	.00
350 ***	FINES AND FORFEITURES	2,166	1,231.52	57	6,498	4,243.61	65	26,000	21,756.39
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	4,166	3,847.31	92	12,498	35,825.67	287	50,000	14,174.33
20 00	DIVIDENDS	0	.00		0	993.43		0	993.43-
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	7,630.40		0	7,630.40-
40 00	GAIN/LOSS SALE INVEST	0	.00		0	.00		0	.00
40 02	UNREALIZED GAIN/LOSS	0	.00		0	.00		0	.00
40 *	GAIN/LOSS SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	4,166	3,847.31	92	12,498	44,449.50	356	50,000	5,550.50

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	10,432	5,666.66	54	31,296	43,925.07	140	125,186	81,260.93
362 **	RENT AND ROYALTIES	10,432	5,666.66	54	31,296	43,925.07	140	125,186	81,260.93
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	6,849.55		0	6,849.55		0	6,849.55-
10 00	GAIN/LOSS	0	.00		0	.00		0	.00
20 00	INTERFUND LOANS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	6,849.55		0	6,849.55		0	6,849.55-
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	16,041	10,417.00	65	48,123	91,251.00	190	192,500	101,249.00
10 09	POLICE/FIRE DEPTS	0	.00		0	.00		0	.00
10 10	CONTRIBS FOR K-9	0	.00		0	.00		0	.00
10 12	V-COP REVENUES	0	.00		0	.00		0	.00
10 13	VISIT FLORIDA GRANT	0	.00		0	.00		0	.00
10 20	TOY DRIVE	0	.00		0	.00		0	.00
10 *	DONATIONS-PRIVATE SOURCES	0	.00		0	.00		0	.00
366 **	CONTRIBUTIONS & DONATIONS	16,041	10,417.00	65	48,123	91,251.00	190	192,500	101,249.00
367	LICENSES								
00 00	LICENSES	0	.00		0	.00		0	.00
367 **	LICENSES	0	.00		0	.00		0	.00
368	PENSION CONTRIBUTIONS								
00 00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
21 00	POLICE STATE CONTRIBUTION	12,844	.00		38,532	.00		154,135	154,135.00
22 00	FIRE STATE CONTRIBUTION	10,895	.00		32,685	.00		130,749	130,749.00
368 **	PENSION CONTRIBUTIONS	23,739	.00		71,217	.00		284,884	284,884.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	6,250	5,599.89	90	18,750	8,578.02	46	75,000	66,421.98
90 01	COKE MACHINE	0	.00		0	.00		0	.00
90 02	POLICE SECURITY SERVICES	6,047	2,560.00	42	18,141	6,630.00	37	72,568	65,938.00
90 03	CODE ENF ABATE/DEMO REV	6,250	6,155.20	99	18,750	10,610.20	57	75,000	64,389.80

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
369	OTHER MISC REVENUES								
90 04	MISC. POLICE REVENUES	0	58.00		0	224.08		0	224.08-
90 05	INVESTIGATIVE COSTS REIM	4,775	1,735.69	36	14,325	8,767.50	61	57,300	48,532.50
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 07	FLORIDA HARDEST HIT	416	.00		1,248	150.00	12	5,000	4,850.00
90 08	ATF TASK FORCE	0	.00		0	.00		0	.00
90 09	PROPERTY REGISTRATION	625	.00		1,875	500.00	27	7,500	7,000.00
90 10	POLICE STRIKEFORCE	0	.00		0	.00		0	.00
90 11	EXCESS INSURANCE PREMIUM	0	.00		0	.00		0	.00
90 99	COCOA PLAYHOUSE	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	24,363	16,108.78	66	73,089	35,459.80	49	292,368	256,908.20
96 00	INSURANCE REFUND/PROCEEDS	0	51,992.50		0	51,992.50		0	51,992.50-
369 **	OTHER MISC REVENUES	24,363	68,101.28	280	73,089	87,452.30	120	292,368	204,915.70
360 ***	MISCELLANEOUS REVENUES	78,741	94,881.80	121	236,223	273,927.42	116	944,938	671,010.58
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	CDBG (103)	0	.00		0	.00		0	.00
91 10	TRF FROM COCOA CRA (110)	4,401	.00		13,203	26,662.78	202	52,820	26,157.22
91 11	TRF FROM DIAMOND SQ (111)	0	.00		0	.00		0	.00
91 12	US1 CORRIDOR (112)	0	.00		0	.00		0	.00
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 23	STORMWATER (423)	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND (301)	0	.00		0	.00		0	.00
91 41	TRF FROM CONFISCATED(141)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	4,401	.00		13,203	26,662.78	202	52,820	26,157.22
381 **	INTERFUND TRANSFER	4,401	.00		13,203	26,662.78	202	52,820	26,157.22
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS WATER REV.	590,999	590,999.00	100	1,772,997	1,772,997.00	100	7,091,990	5,318,993.00
40 01	6% CONTRIBUTION	107,675	107,676.00	100	323,025	323,028.00	100	1,292,109	969,081.00
40 *	CONTRIBUTIONS WATER REV.	698,674	698,675.00	100	2,096,022	2,096,025.00	100	8,384,099	6,288,074.00
382 **	CONTRIBUTIONS ENTERPRISE	698,674	698,675.00	100	2,096,022	2,096,025.00	100	8,384,099	6,288,074.00
383	INSTLMT PURCH/CAP LEASE								
10 00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
383	INSTLMT PURCH/CAP LEASE								
384	DEBT PROCEEDS								
00 00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
385	PROCEEDS REFUNDING BONDS								
00 00	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00
385 **	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90 00	NON OPERATING SOURCES	16,292	.00		48,876	.00		195,509	195,509.00
90 20	PREMIUM ON DEBT ISSUE	0	.00		0	.00		0	.00
90 *	NON OPERATING SOURCES	16,292	.00		48,876	.00		195,509	195,509.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	746,068	.00		2,185,587	.00		8,900,199	8,900,199.00
99 *	BALANCE FORWARD	746,068	.00		2,185,587	.00		8,900,199	8,900,199.00
389 **	NON OPERATING SOURCES	762,360	.00		2,234,463	.00		9,095,708	9,095,708.00
380 ***	OTHER SOURCES(NON-REV)	1,465,435	698,675.00	48	4,343,688	2,122,687.78	49	17,532,627	15,409,939.22
FUND TOTAL	GENERAL FUND	3,662,139	6,501,068.40	178	10,926,782	11,755,954.16	108	43,886,496	32,130,541.84

REPORT SELECTIONS

Fiscal year . . . . . : 2019
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	ERROR	2628	3118.34	119	7884	7301.84	93	.00	31542	24240.16	23
11 **	ERROR	2628	3118.34	119	7884	7301.84	93	.00	31542	24240.16	23
12-00	REGULAR SALARIES & WAGES	1008209	818952.76	81	3024627	2477675.50	82	.00	12098630	9620954.50	21
12-06	SALARIES/CONTRACTUAL	1929	5655.00	293	5787	23320.00	403	.00	23150	170.00-	101
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	336	21095.37	6278	1008	52921.25	5250	.00	4039	48882.25-	1310
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1010474	845703.13	84	3031422	2553916.75	84	.00	12125819	9571902.25	21
13-00	OTHER SALARIES & WAGES	79086	65343.71	83	237258	182319.91	77	.00	949081	766761.09	19
13 **	OTHER SALARIES & WAGES	79086	65343.71	83	237258	182319.91	77	.00	949081	766761.09	19
14-00	OVERTIME	31836	18804.44	59	93908	70570.23	75	.00	380530	309959.77	19
14-01	COMP TIME	833	.00	0	2499	.00	0	.00	10000	10000.00	0
14 **	OVERTIME	32669	18804.44	58	96407	70570.23	73	.00	390530	319959.77	18
15-00	SPECIAL PAY	29382	25293.45	86	88146	72493.28	82	.00	352589	280095.72	21
15 **	SPECIAL PAY	29382	25293.45	86	88146	72493.28	82	.00	352589	280095.72	21
20-00	STATE GOVT	1659	498.36	30	4977	6568.36	132	.00	19935	13366.64	33
20 **	STATE GOVT	1659	498.36	30	4977	6568.36	132	.00	19935	13366.64	33
21-00	FICA TAXES	84453	70138.08	83	253359	212587.34	84	.00	1013570	800982.66	21
21 **	FICA TAXES	84453	70138.08	83	253359	212587.34	84	.00	1013570	800982.66	21
22-00	RETIREMENT CONTRIBUTIONS	84770	52168.04	62	254310	423576.51	167	.00	1017330	593753.49	42
22-01	LICENSED POLICE/FIRE	196119	164413.20	84	588357	501093.26	85	.00	2353438	1852344.74	21
22-02	STATE CONTRIBUTIONS	21600	.00	0	90460	.00	0	.00	284884	284884.00	0
22-03	ICMA - CITY MANAGER	1153	.00	0	3459	1750.89	51	.00	13837	12086.11	13

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
22 **	RETIREMENT CONTRIBUTIONS	303642	216581.24	71	936586	926420.66	99	.00	3669489	2743068.34	25
23-00	LIFE/HEALTH INSURANCE	323985	273057.61	84	971955	699971.27	72	1219.50	3887922	3186731.23	18
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	323985	273057.61	84	971955	699971.27	72	1219.50	3887922	3186731.23	18
24-00	WORKER'S COMPENSATION	51193	42260.95	83	153579	128560.75	84	.00	614430	485869.25	21
24 **	WORKER'S COMPENSATION	51193	42260.95	83	153579	128560.75	84	.00	614430	485869.25	21
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	1248	.00	0	.00	5000	5000.00	0
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	1248	.00	0	.00	5000	5000.00	0
27-00	CAFETERIA PLAN	20180	18370.00	91	60540	51180.00	85	.00	242160	190980.00	21
27 **	CAFETERIA PLAN	20180	18370.00	91	60540	51180.00	85	.00	242160	190980.00	21
31-00	PROFESSIONAL SERVICES	41058	5438.00	13	120629	29984.53	25	101935.72	490192	358271.75	27
31-01	LEGAL FEES	34660	54932.86	159	103980	99977.62	96	302700.83	415921	13242.55	97
31-02	MEDICAL SERVICES	3525	1158.50	33	10575	2050.00	19	35258.43	42310	5001.57	88
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1125	.00	0	3375	13500.00	400	.00	13500	.00	100
31-33	EMPLOYEE HEALTH CENTER	14962	14240.67	95	44886	35491.84	79	144058.16	179550	.00	100
31 **	PROFESSIONAL SERVICES	95330	75770.03	80	283445	181003.99	64	583953.14	1141473	376515.87	67
32-00	ACCOUNTING & AUDITING	3333	1750.00	53	9999	8500.00	85	31500.00	40000	.00	100
32 **	ACCOUNTING & AUDITING	3333	1750.00	53	9999	8500.00	85	31500.00	40000	.00	100
34-00	CONTRACT SERVICES	80817	85124.03	105	251216	290661.22	116	538051.08	978640	149927.70	85
34-01	created by mistake	0	.00	0	0	.00	0	.00	0	.00	0
34-02	FDEP-RESILIENCY4190120	7018	.00	0	14036	.00	0	.00	77200	77200.00	0
34-03	DEO-19-THREATASSESS-P0299	155000	157042.14	101	465000	311159.64	67	.00	1860000	1548840.36	17
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	8346	7788.00	93	18346	7788.00	43	85668.00	93456	.00	100

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	251181	249954.17	100	748598	609608.86	81	623719.08	3009296	1775968.06	41
39-00	CONTINGENCY	40062	.00	0	121640	.00	0	.00	482192	482192.00	0
39-01	EMS RESTRICTED	0	.00	0	0	.00	0	.00	0	.00	0
39-10	RESERVE CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39-11	SERIES 2010 GF BOND	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	4447	.00	0	4447	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	44509	.00	0	126087	.00	0	.00	482192	482192.00	0
40-00	TRAVEL & PER DIEM	5235	1645.11	31	15705	2405.11	15	.00	62905	60499.89	4
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	5235	1645.11	31	15705	2405.11	15	.00	62905	60499.89	4
41-00	COMMUNICATION	17458	18318.07	105	52374	42467.10	81	116959.57	209542	50115.33	76
41 **	COMMUNICATION	17458	18318.07	105	52374	42467.10	81	116959.57	209542	50115.33	76
42-00	POSTAGE & FREIGHT	36036	30764.52	85	108108	66686.64	62	325531.14	432538	40320.22	91
42 **	POSTAGE & FREIGHT	36036	30764.52	85	108108	66686.64	62	325531.14	432538	40320.22	91
43-00	ELECTRIC/WATER/SEWER	58553	50711.62	87	175659	107322.37	61	521664.68	702666	73678.95	90
43 **	ELECTRIC/WATER/SEWER	58553	50711.62	87	175659	107322.37	61	521664.68	702666	73678.95	90
44-00	RENTALS AND LEASES	13405	5172.52	39	39015	17148.00	44	91744.24	159705	50812.76	68
44 **	RENTALS AND LEASES	13405	5172.52	39	39015	17148.00	44	91744.24	159705	50812.76	68
45-00	INSURANCE	35993	36.00	0	107979	106783.25	99	.00	431976	325192.75	25
45 **	INSURANCE	35993	36.00	0	107979	106783.25	99	.00	431976	325192.75	25
46-00	REPAIRS & MAINTENANCE	96611	132290.10	137	285743	376665.32	132	613928.26	1155286	164692.42	86
46-02	REPAIR/MAINT BUILDING	22727	9092.12	40	67587	11837.12	18	117145.00	272126	143143.88	47
46-03	REPAIR/MAINT-VEHICLES	19329	16496.74	85	57987	33256.57	57	600.00	232015	198158.43	15

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-05	HYDRANT FEES	16894	17459.28	103	50682	52377.84	103	.00	202734	150356.16	26
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	155561	175338.24	113	461999	474136.85	103	731673.26	1862161	656350.89	65
47-00	PRINTING & BINDING	12227	9193.38	75	36681	22408.08	61	97248.95	146787	27129.97	82
47 **	PRINTING & BINDING	12227	9193.38	75	36681	22408.08	61	97248.95	146787	27129.97	82
48-00	PROMOTIONAL ACTIVITIES	3095	4611.06	149	9285	5136.06	55	5195.00	37170	26838.94	28
48-11	BUSINESS ASSIST. PROGRAM	833	.00	0	2499	.00	0	.00	10000	10000.00	0
48-12	CHRISTMAS TREE EVENT 2009	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	3928	4611.06	117	11784	5136.06	44	5195.00	47170	36838.94	22
49-00	OTHER CHARGES & OBLIG.	18733	114623.35	612	55905	138385.10	248	99146.92-	224560	185321.82	18
49-02	ADVERTISING	68	.00	0	204	.00	0	.00	825	825.00	0
49-05	BROWNFIELDS REDEV PROG	0	.00	0	0	.00	0	.00	0	.00	0
49-06	BROWNFIELD PROG CITY COST	1250	395.48	32	3750	395.48	11	.00	15000	14604.52	3
49-07	BAD DEBT EXPENSE	12499	2221.99-	18-	37497	15355.22-	41-	.00	150000	165355.22	10-
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1666	.00	0	4998	.00	0	.00	20000	20000.00	0
49 **	OTHER CHARGES & OBLIG.	34216	112796.84	330	102354	123425.36	121	99146.92-	410385	386106.56	6
52-00	OPERATING SUPPLIES	74224	128715.75	173	218090	257894.69	118	255517.82	886250	372837.49	58
52-02	UNIFORMS	1727	6406.82	371	5181	7138.58	138	5909.42	20730	7682.00	63
52-05	EMS 1st RESP-CONSUM SUPP	3540	2564.97	73	10620	5187.26	49	12880.64	42481	24413.10	43
52-07	JANITORIAL SUPPLIES	2513	1598.62	64	7539	4896.28	65	1870.00	30186	23419.72	22
52-10	HEATING FUEL	205	223.01	109	615	680.48	111	1599.52	2460	180.00	93
52-11	JAG GRANT	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
52-30	FUEL, OIL, & LUBRICANTS	21621	18546.15	86	64863	40686.59	63	.00	259511	218824.41	16
52-33	EMPLOYEE HEALTH CENTER	7600	6530.44	86	22800	12072.05	53	79127.95	91200	.00	100
52 **	OPERATING SUPPLIES	111430	164585.76	148	329708	328555.93	100	356905.35	1332818	647356.72	51
53-00	ROAD MATERIALS/SUPPLIES	1250	1630.00	130	3750	2065.00	55	4270.00	15000	8665.00	42
53 **	ROAD MATERIALS/SUPPLIES	1250	1630.00	130	3750	2065.00	55	4270.00	15000	8665.00	42
54-00	MEMBERSHIP/PUBLICATIONS	5436	8379.49	154	16308	38114.79	234	400.00-	65343	27628.21	58
54 **	MEMBERSHIP/PUBLICATIONS	5436	8379.49	154	16308	38114.79	234	400.00-	65343	27628.21	58
55-00	TRAINING	9211	5286.04	57	27633	15971.77	58	75.00	110640	94593.23	15
55-01	EDA PROGRAM	833	504.77	61	2499	504.77	20	.00	10000	9495.23	5
55 **	TRAINING	10044	5790.81	58	30132	16476.54	55	75.00	120640	104088.46	14
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58-98	EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
58-99	OTHER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	25.30	0	0	25.30	0	.00	0	25.30-	0
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	25.30	0	0	25.30	0	.00	0	25.30-	0
63-00	INFRASTRUCTURE	80025	157625.19	197	202482	376389.19	186	223714.81	922700	322596.00	65
63 **	INFRASTRUCTURE	80025	157625.19	197	202482	376389.19	186	223714.81	922700	322596.00	65
64-00	MACHINERY AND EQUIPMENT	63404	6395.00	10	181983	6395.00	4	520736.96	752669	225537.04	70
64-01	JAG GRANT	2073	.00	0	6219	.00	0	.00	24879	24879.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
64-15	IT HARDWARE	8401	.00	0	29785	.00	0	61533.42	105434	43900.58	58
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	73878	6395.00	9	217987	6395.00	3	582270.38	882982	294316.62	67
68-10	SFTWR & OTHER INTANGIBLES	2697	.00	0	8091	15000.00	185	.00	32379	17379.00	46
68 **	INTANGIBLE ASSETS	2697	.00	0	8091	15000.00	185	.00	32379	17379.00	46
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	83415	1000986.00	1200	250245	1000986.00	400	.00	1000984	2.00-	100
81 **	AIDS TO GOVT AGENCY	83415	1000986.00	1200	250245	1000986.00	400	.00	1000984	2.00-	100
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID PRIVATE ORGANIZATION	0	.00	0	0	.00	0	.00	0	.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	7972	.00	0	23916	.00	0	.00	95673	95673.00	0
83 **	OTHER GRANTS AND AIDS	7972	.00	0	23916	.00	0	.00	95673	95673.00	0
91-03	CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-23	TO STORMWATER 423	19405	.00	0	58215	.00	0	.00	232864	232864.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	293750	.00	0	881250	.00	0	.00	3525000	3525000.00	0
91-32	CP 302 RVRFRNT/LEEWNR PK	143270	.00	0	429810	.00	0	.00	1719250	1719250.00	0
91-33	CP 303 FISKE BV CMPLT STR	125000	.00	0	375000	.00	0	.00	1500000	1500000.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	581425	.00	0	1744275	.00	0	.00	6977114	6977114.00	0
FUND 001	TOTAL *********										
	GENERAL FUND	3664304	3660648.42	100	10950042	8462929.81	77	4198097.18	43886496	31225469.01	29
GRAND	TOTAL *********										
		3664304	3660648.42	100	10950042	8462929.81	77	4198097.18	43886496	31225469.01	29

FY 2019 Budget by Classification Report - Summary Listing

Through 12/31/18

Target for December is 25%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
IMPACT FEES	$ 2,075,989		$ 703,075	$ 1,372,914	34%
CHARGES FOR SERVICES	$ 57,603,822		$ 15,589,040	$ 42,014,782	27%
MISCELLANEOUS	$ 225,039		$ 416,566	$ (191,527)	185%
OTHER SOURCES (NON-REVENUE)	$ 5,150,229		$ 613,149	$ 4,537,080	12%
REVENUE TOTALS	**$ 65,055,079**	-	**$ 17,321,830**	**$ 47,733,249**	**27%**
				$ (5,801,814)	
EXPENSE					
SALARIES AND BENEFITS	$ 14,971,107	$ -	$ 3,255,460	$ 11,715,647	22%
OPERATING EXPENDITURES	$ 25,626,509	$ 8,695,234	$ 4,297,566	$ 12,633,709	51%
CAPITAL OUTLAY	$ 4,877,635	$ 5,911,644	$ (842,496)	$ (191,513)	104%
GRANTS, AIDS AND OTHER	$ 19,579,828	$ -	$ 9,013,302	$ 10,566,526	46%
EXPENSE TOTALS	**$ 65,055,079**	**$ 14,606,878**	**$ 15,723,832**	**$ 34,724,369**	47%
REVENUE TOTALS	**$ 65,055,079**	**$ -**	**$ 17,321,830**	**$ 47,733,249**	**27%**
EXPENSE TOTALS	**$ 65,055,079**	**$ 14,606,878**	**$ 15,723,832**	**$ 34,724,369**	**47%**
	$ -	**$ (14,606,878)**	**$ 1,597,998**	**$ 13,008,880**	

*In November and December of 2018 there was a shift in Revenue and Expense Budgets from Fund 421 Water/Sewer to Fund 426 Water/Sewer Capital Projects 2018B, for tracking all Utility Bond related projects.

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
324	IMPACT FEES								
03 10	WATER - RESIDENTIAL	79,910	130,550.00	163	239,730	477,250.00	199	958,928	481,678.00
03 11	WATER - COMMERCIAL	83,172	4,375.00	5	249,516	173,950.00	70	998,067	824,117.00
03 20	SEWER - RESIDENTIAL	892	1,250.00	140	2,676	48,750.00	1822	10,710	38,040.00-
03 21	SEWER - COMMERCIAL	9,023	3,125.00	35	27,069	3,125.00	12	108,284	105,159.00
03 *	IMPACT FEES	172,997	139,300.00	81	518,991	703,075.00	136	2,075,989	1,372,914.00
324 **	IMPACT FEES	172,997	139,300.00	81	518,991	703,075.00	136	2,075,989	1,372,914.00
320 ***	OTHER PERMITS & FEES	172,997	139,300.00	81	518,991	703,075.00	136	2,075,989	1,372,914.00
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
90 00	OTHER FEDERAL GRANT-BABS	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	0	.00		0	.00		0	.00
334 **	STATE GRANT	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
30 02	SJRWMD - BRACCO RESERVOIR	0	.00		0	.00		0	.00
30 08	SJRWMD - SUPP SUPPLY WELL	0	.00		0	.00		0	.00
30 *	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
31 00	WATER SALES	4,061,080	4,413,278.57	109	12,183,240	13,025,847.07	107	48,732,963	35,707,115.93
33 00	WATER CONNECTION FEE	20,000	49,081.02	245	60,000	173,381.97	289	240,000	66,618.03
33 02	WATER CONNECT - GRISSOM	0	.00		0	.00		0	.00
33 *	WATER CONNECTION FEE	20,000	49,081.02	245	60,000	173,381.97	289	240,000	66,618.03
36 00	WATER HYDRANT FEES	226,051	274,722.82	122	678,153	820,748.17	121	2,712,623	1,891,874.83
39 00	WATER OTHER INCOME	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 02	FDOT EASEMENT PAYMENT	0	.00		0	.00		0	.00
39 06	HYDRANT RESID FLOW TEST	133	500.00	376	399	2,200.00	551	1,600	600.00-
39 07	BACKFLOW DEVICE TEST	12,083	15,784.98	131	36,249	47,247.11	130	145,000	97,752.89
39 08	JUMPER METERS	58	100.00	172	174	250.00	144	700	450.00
39 09	PLAN REVIEW/CONST INSPECT	1,000	3,500.00	350	3,000	14,100.00	470	12,000	2,100.00-
39 10	BACKFLOW PRV/RLCT TEMP	41	5.42	13	123	216.26	176	500	283.74
39 11	PORT ACCESS CHARGE	0	.00		0	.00		0	.00
39 12	CROSS CONNECTION CONTROL	0	.00		0	.00		0	.00
39 *	WATER OTHER INCOME	13,315	19,890.40	149	39,945	64,013.37	160	159,800	95,786.63
51 00	SEWER SALES	449,347	465,169.10	104	1,348,041	1,400,866.33	104	5,392,166	3,991,299.67
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51 *	SEWER SALES	449,347	465,169.10	104	1,348,041	1,400,866.33	104	5,392,166	3,991,299.67
53 02	SEWER CONNECT - FINANCED	0	.00		0	.00		0	.00
53 04	SEWER CONNECT- GRISSOM	0	.00		0	.00		0	.00
53 05	REUSE CONNECT - GRISSOM	0	.00		0	.00		0	.00
53 *	SEWER CONNECTION FEES	0	.00		0	.00		0	.00
59 01	GREASE TRAP PERMITS	516	801.75	155	1,548	2,151.44	139	6,200	4,048.56
60 00	REUSE WATER	29,422	29,553.27	100	88,266	90,673.66	103	353,070	262,396.34
60 01	REUSE WATER INSTALLATION	583	1,091.97	187	1,749	11,358.14	649	7,000	4,358.14-
60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60 *	REUSE WATER	30,005	30,645.24	102	90,015	102,031.80	113	360,070	258,038.20
90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343 **	PHYSICAL ENVIRONMENT	4,800,314	5,253,588.90	109	14,400,942	15,589,040.15	108	57,603,822	42,014,781.85
340 ***	CHARGES FOR SERVICES	4,800,314	5,253,588.90	109	14,400,942	15,589,040.15	108	57,603,822	42,014,781.85
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	13,228	954.88	7	39,684	58,861.87	148	158,739	99,877.13
10 10	SBA	0	.00		0	.23		0	.23-
10 *	INTEREST	13,228	954.88	7	39,684	58,862.10	148	158,739	99,876.90
20 00	DIVIDENDS	0	.00		0	.00		0	.00
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	21,036.31		0	21,036.31-
40 00	GAIN/LOSS SALE INVEST	0	.00		0	.00		0	.00
40 02	UNREALIZED GAIN/LOSS	0	.00		0	.00		0	.00
40 *	GAIN/LOSS SALE INVEST	0	.00		0	.00		0	.00

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
361	**	INTEREST & OTHER EARNINGS	13,228	954.88	7	39,684	79,898.41	201	158,739	78,840.59
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	108	.00		324	1,300.00	401	1,300	.00
362	**	RENT AND ROYALTIES	108	.00		324	1,300.00	401	1,300	.00
364		DISPOSITION FIXED ASSETS								
00	00	DISPOSITION FIXED ASSETS	1,250	25,849.35	2068	3,750	25,849.35	689	15,000	10,849.35-
10	00	GAIN/LOSS	0	.00		0	.00		0	.00
364	**	DISPOSITION FIXED ASSETS	1,250	25,849.35	2068	3,750	25,849.35	689	15,000	10,849.35-
365		SALES OF SURPLUS SCRAP								
00	00	SALES OF SURPLUS SCRAP	833	773.80	93	2,499	773.80	31	10,000	9,226.20
365	**	SALES OF SURPLUS SCRAP	833	773.80	93	2,499	773.80	31	10,000	9,226.20
366		CONTRIBUTIONS & DONATIONS								
00	00	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
366	**	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	3,333	8,320.14	250	9,999	300,936.41	3010	40,000	260,936.41-
90	06	SETTLEMENTS	0	.00		0	.00		0	.00
90	*	OTHER MISC REVENUES	3,333	8,320.14	250	9,999	300,936.41	3010	40,000	260,936.41-
96	00	INSURANCE REFUND/PROCEEDS	0	7,808.00		0	7,808.00		0	7,808.00-
369	**	OTHER MISC REVENUES	3,333	16,128.14	484	9,999	308,744.41	3088	40,000	268,744.41-
360	***	MISCELLANEOUS REVENUES	18,752	43,706.17	233	56,256	416,565.97	741	225,039	191,526.97-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
45	03	OFFSITE IMPROVEMENT TFER	0	.00		0	.00		0	.00
91	01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91	10	TRF FROM COCOA CRA (110)	0	.00		0	.00		0	.00
91	23	STORMWATER (423)	0	.00		0	.00		0	.00
91	25	RESTRICTED ASSETS (425)	0	.00		0	350,057.34		0	350,057.34-
91	26	WS CPTL PROJ 2018B (426)	0	.00		0	.00		0	.00
91	30	CAP PROJECT FUND (301)	0	.00		0	.00		0	.00
91	*	TRANSFER FROM	0	.00		0	350,057.34		0	350,057.34-

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
381	**	INTERFUND TRANSFER	0	.00		0	350,057.34		0	350,057.34-
383		INSTLMT PURCH/CAP LEASE								
10 00		INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
30 00		LOAN PROCEEDS	0	.00		0	.00		0	.00
41 00		S MAINLAND CONTRIBUTIONS	0	.00		0	.00		0	.00
42 00		DER CIA GRANT MONEY	0	.00		0	.00		0	.00
81 00		CONTRIBUTION LIFT STATION	0	5,075.00		0	60,175.00		0	60,175.00-
82 00		CONTRIBUTION S MAINLAND	0	.00		0	43,067.03		0	43,067.03-
83 00		CONTRIBUTION VIERA	0	37,119.19		0	159,849.45		0	159,849.45-
83 01		THE VIERA COMPANY	0	.00		0	.00		0	.00
83	*	CONTRIBUTION VIERA	0	37,119.19		0	159,849.45		0	159,849.45-
85 00		CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
99 10		CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11		RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50		FUND BAL-APPROP. RESERVES	241,868	.00		2,973,395	.00		5,150,229	5,150,229.00
99 51		SERIES 2010 PROCEEDS	0	.00		0	.00		0	.00
99	*	BALANCE FORWARD	241,868	.00		2,973,395	.00		5,150,229	5,150,229.00
389	**	NON OPERATING SOURCES	241,868	42,194.19	17	2,973,395	263,091.48	9	5,150,229	4,887,137.52
380	***	OTHER SOURCES(NON-REV)	241,868	42,194.19	17	2,973,395	613,148.82	21	5,150,229	4,537,080.18
FUND TOTAL		WATER/SEWER ENTERPRISE	5,233,931	5,478,789.26	105	17,949,584	17,321,829.94	97	65,055,079	47,733,249.06

REPORT SELECTIONS

Fiscal year . . . . . : 2019
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	730972	592362.11	81	2192916	1796754.07	82	.00	8771707	6974952.93	21
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	1210.94	0	.00	0	1210.94-	0
12 **	REGULAR SALARIES & WAGES	730972	592362.11	81	2192916	1797965.01	82	.00	8771707	6973741.99	21
13-00	OTHER SALARIES & WAGES	46050	35010.54	76	138150	101783.20	74	.00	552632	450848.80	18
13 **	OTHER SALARIES & WAGES	46050	35010.54	76	138150	101783.20	74	.00	552632	450848.80	18
14-00	OVERTIME	40229	30895.96	77	120687	121261.12	101	.00	482784	361522.88	25
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	40229	30895.96	77	120687	121261.12	101	.00	482784	361522.88	25
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	1392	295.00	21	4176	16535.00	396	.00	16725	190.00	99
20 **	CLOTHING/SHOE ALLOWANCE	1392	295.00	21	4176	16535.00	396	.00	16725	190.00	99
21-00	FICA TAXES	60337	47585.69	79	181011	149537.22	83	.00	724098	574560.78	21
21 **	FICA TAXES	60337	47585.69	79	181011	149537.22	83	.00	724098	574560.78	21
22-00	RETIREMENT CONTRIBUTIONS	78992	59112.67	75	236976	450795.77	190	.00	947929	497133.23	48
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	78992	59112.67	75	236976	450795.77	190	.00	947929	497133.23	48
23-00	LIFE/HEALTH INSURANCE	215001	161545.75	75	645003	440224.44	68	.00	2580051	2139826.56	17
23-02	LIFE/HEALTH RETIREES	19783	16237.61	82	59349	39135.77	66	.00	237406	198270.23	17
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	234784	177783.36	76	704352	479360.21	68	.00	2817457	2338096.79	17
24-00	WORKER'S COMPENSATION	41496	35780.16	86	124488	108322.26	87	.00	497975	389652.74	22

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
24 **	WORKER'S COMPENSATION	41496	35780.16	86	124488	108322.26	87	.00	497975	389652.74	22
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	1248	.00	0	.00	5000	5000.00	0
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	1248	.00	0	.00	5000	5000.00	0
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	12900	10800.00	84	38700	29900.00	77	.00	154800	124900.00	19
27 **	CAFETERIA PLAN	12900	10800.00	84	38700	29900.00	77	.00	154800	124900.00	19
31-00	PROFESSIONAL SERVICES	38994	4813.00	12	110755	15319.42	14	189339.33	461724	257065.25	44
31-01	LEGAL EXPENSES	6666	1739.00	26	19998	1739.00	9	23261.00	80000	55000.00	31
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	35082	.00	0	105246	2124.07	2	463264.93	421000	44389.00-	111
31-33	EMPLOYEE HEALTH CENTER	10762	10243.30	95	32286	25529.25	79	103620.75	129150	.00	100
31 **	PROFESSIONAL SERVICES	91504	16795.30	18	268285	44711.74	17	779486.01	1091874	267676.25	76
32-00	ACCOUNTING & AUDITING	3333	1750.00	53	9999	8500.00	85	31500.00	40000	.00	100
32 **	ACCOUNTING & AUDITING	3333	1750.00	53	9999	8500.00	85	31500.00	40000	.00	100
34-00	CONTRACT SERVICES	113111	9359.69	8	339333	31678.10	9	185246.58	1357375	1140450.32	16
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	475140	475141.00	100	1425420	1425423.00	100	.00	5701690	4276267.00	25
34 **	CONTRACT SERVICES	588251	484500.69	82	1764753	1457101.10	83	185246.58	7059065	5416717.32	23
39-00	CONTINGENCY	120392	.00	0	361721	.00	0	.00	1445261	1445261.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	120392	.00	0	361721	.00	0	.00	1445261	1445261.00	0
40-00	TRAVEL AND PER DIEM	2583	1302.40	50	7749	1302.40	17	.00	31041	29738.60	4
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40 **	TRAVEL AND PER DIEM	2583	1302.40	50	7749	1302.40	17	.00	31041	29738.60	4
41-00	COMMUNICATION	9979	13467.99	135	29937	26333.66	88	88485.14	119773	4954.20	96
41 **	COMMUNICATION	9979	13467.99	135	29937	26333.66	88	88485.14	119773	4954.20	96
42-00	FREIGHT & POSTAGE SERVICE	3163	3825.76	121	9444	2723.10	29	15829.89	37949	19396.01	49
42 **	FREIGHT & POSTAGE SERVICE	3163	3825.76	121	9444	2723.10	29	15829.89	37949	19396.01	49
43-00	ELECTRIC/WATER/SEWER	188983	140951.92	75	566949	291932.08	52	1936235.73	2267816	39648.19	98
43 **	ELECTRIC/WATER/SEWER	188983	140951.92	75	566949	291932.08	52	1936235.73	2267816	39648.19	98
44-00	RENTAL AND LEASES	2744	1319.02	48	8232	3786.24	46	3759.76	32950	25404.00	23
44 **	RENTAL AND LEASES	2744	1319.02	48	8232	3786.24	46	3759.76	32950	25404.00	23
45-00	INSURANCE	35632	.00	0	106896	112691.54	105	.00	427618	314926.46	26
45 **	INSURANCE	35632	.00	0	106896	112691.54	105	.00	427618	314926.46	26
46-00	REPAIRS & MAINTENANCE	591419	479019.01	81	1710338	1279161.21	75	2135006.31	7033148	3618980.48	49
46-02	REPAIR/MAINT BUILDING	35518	27917.34	79	106554	27917.34	26	3250.00	426233	395065.66	7
46-03	REPAIR/MAINT-VEHICLES	15803	18278.72	116	47409	26342.80	56	10128.00	189681	153210.20	19
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	642740	525215.07	82	1864301	1333421.35	72	2148384.31	7649062	4167256.34	46
47-00	PRINTING & BINDING	605	24.50	4	1801	24.50	1	3338.58	7280	3916.92	46
47 **	PRINTING & BINDING	605	24.50	4	1801	24.50	1	3338.58	7280	3916.92	46
48-00	PROMOTIONAL ACTIVITIES	1666	100.00	6	4998	1450.00	29	.00	20000	18550.00	7
48 **	PROMOTIONAL ACTIVITIES	1666	100.00	6	4998	1450.00	29	.00	20000	18550.00	7
49-00	OTHER CHARGES & OBLIG.	3309	6915.07	209	9927	8254.72	83	2250.00	39755	29250.28	26
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	14583	3656.78-	25-	43749	22273.28-	51-	.00	175000	197273.28	13-
49-08	CASH OVER & UNDER	25	97.00	388	75	59.71	80	.00	300	240.29	20
49-09	DOCUMENT RECORDING CHGS	250	316.00	126	750	296.50-	40-	.00	3000	3296.50	10-

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	18167	3671.29	20	54501	14255.35-	26-	2250.00	218055	230060.35	6-
52-00	OPERATING SUPPLIES	56858	82688.75	145	170574	311696.57	183	129278.50	682330	241354.93	65
52-07	JANITORIAL SUPPLIES	852	528.44	62	2556	1283.61	50	.00	10240	8956.39	13
52-09	CHEMICALS	323863	278082.63	86	971589	599712.91	62	3199462.09	3886360	87185.00	98
52-30	FUEL OIL & LUBRICANTS	26611	21919.73	82	79833	50800.15	64	71063.09	319370	197506.76	38
52-33	EMPLOYEE HEALTH CENTER	5466	4658.01	85	16398	8644.06	53	56955.94	65600	.00	100
52 **	OPERATING SUPPLIES	413650	387877.56	94	1240950	972137.30	78	3456759.62	4963900	535003.08	89
53-00	ROAD MATERIALS/SUPPLIES	3748	.00	0	11244	.00	0	35000.00	45000	10000.00	78
53 **	ROAD MATERIALS/SUPPLIES	3748	.00	0	11244	.00	0	35000.00	45000	10000.00	78
54-00	MEMBERSHIP/PUBLICATIONS	3083	1171.00	38	9249	30691.00	332	.00	37026	6335.00	83
54 **	MEMBERSHIP/PUBLICATIONS	3083	1171.00	38	9249	30691.00	332	.00	37026	6335.00	83
55-00	TRAINING	10502	11681.25	111	30776	25015.28	81	8958.00	125339	91365.72	27
55-01	EDA PROGRAM	625	.00	0	1875	.00	0	.00	7500	7500.00	0
55 **	TRAINING	11127	11681.25	105	32651	25015.28	77	8958.00	132839	98865.72	26
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	5416	.00	0	16248	.00	0	.00	65000	65000.00	0
62 **	BUILDINGS	5416	.00	0	16248	.00	0	.00	65000	65000.00	0
63-00	INFRASTRUCTURE	108511	900741.90-	830-	2647130	862195.33-	33-	5332630.58	3623761	846674.25-	123
63 **	INFRASTRUCTURE	108511	900741.90-	830-	2647130	862195.33-	33-	5332630.58	3623761	846674.25-	123
64-00	MACHINERY & EQUIPMENT	72514	15668.00	22	217320	15668.00	7	547926.74	869973	306378.26	65

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
64-15	IT HARDWARE	2813	.00	0	8439	.00	0	.00	33783	33783.00	0
64 **	MACHINERY & EQUIPMENT	75327	15668.00	21	225759	15668.00	7	547926.74	903756	340161.26	62
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	24026	4030.94	17	68885	4030.94	6	31086.37	285118	250000.69	12
68 **	INTANGIBLE ASSETS	24026	4030.94	17	68885	4030.94	6	31086.37	285118	250000.69	12
69-99	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SERVICE COST	0	8148.93	0	0	463083.25	0	.00	0	463083.25-	0
73 **	OTHER DEBT SERVICE COST	0	8148.93	0	0	463083.25	0	.00	0	463083.25-	0
82-00	AID TO PRIVATE ORGANIZAT	83	.00	0	249	.00	0	.00	1000	1000.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	83	.00	0	249	.00	0	.00	1000	1000.00	0
91-01	TRANSFER TO GEN FUND 001	590999	590999.00	100	1772997	1772997.00	100	.00	7091990	5318993.00	25
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	932894	177600.00	19	2798682	6454194.08	231	.00	11194729	4740534.92	58
91-26	WS CPTL PROJ 2018B 426	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1523893	768599.00	50	4571679	8227191.08	180	.00	18286719	10059527.92	45
95-01	6% ILO FRANCHISE FEE	107675	107676.00	100	323025	323028.00	100	.00	1292109	969081.00	25
95 **	NONOPERATING	107675	107676.00	100	323025	323028.00	100	.00	1292109	969081.00	25
FUND 421	TOTAL *********										
	WATER/SEWER ENTERPRISE	5233849	2586660.21	49	17949339	15723831.67	88	14606877.31	65055079	34724370.02	47

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
GRAND TOTAL *********		5233849	2586660.21	49	17949339	15723831.67	88	14606877.31	65055079	34724370.02	47

FY 2019 Budget by Classification Report - Summary Listing

Through 12/31/18

Target for December is 25%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 1,479,710		$ 458,760	$ 1,020,950	31%
MISCELLANEOUS	$ 23,856		$ 1,098	$ 22,758	5%
OTHER SOURCES (NON-REVENUE)	$ 224,337		$ -	$ 224,337	0%
REVENUE TOTALS	**$ 1,727,903**	**$ -**	**$ 459,857**	**$ 1,268,046**	**27%**
EXPENSE					
SALARIES AND BENEFITS	$ 707,460	$ -	$ 136,059	$ 571,401	19%
OPERATING EXPENDITURES	$ 393,482	$ 61,669	$ 56,004	$ 275,809	30%
CAPITAL OUTLAY	$ 626,961	$ 6,961	$ -	$ 620,000	1%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	
EXPENSE TOTALS	**$ 1,727,903**	**$ 68,630**	**$ 192,063**	**$ 1,467,210**	**15%**
REVENUE TOTALS	**$ 1,727,903**	**$ -**	**$ 459,857**	**$ 1,268,046**	**27%**
EXPENSE TOTALS	**$ 1,727,903**	**$ 68,630**	**$ 192,063**	**$ 1,467,210**	**15%**
	$ -	**$ (68,630)**	**$ 267,794**	**$ (199,164)**	

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
10 02	CHURCH STREET BAFFLE BOX	1,738	.00		5,214	.00		20,856	20,856.00
338 **	SHARED REVENUE LOCAL UNIT	1,738	.00		5,214	.00		20,856	20,856.00
330 ***	INTERGOVERNMENTAL REVENUE	1,738	.00		5,214	.00		20,856	20,856.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 05	NSF CHECKS	0	.00		0	.00		0	.00
91 00	STORMWATER FEES	123,309	130,475.29	106	369,927	458,759.81	124	1,479,710	1,020,950.19
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	123,309	130,475.29	106	369,927	458,759.81	124	1,479,710	1,020,950.19
343 **	PHYSICAL ENVIRONMENT	123,309	130,475.29	106	369,927	458,759.81	124	1,479,710	1,020,950.19
340 ***	CHARGES FOR SERVICES	123,309	130,475.29	106	369,927	458,759.81	124	1,479,710	1,020,950.19
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	250	82.94	33	750	910.47	121	3,000	2,089.53
10 10	SBA	0	.00		0	.00		0	.00
10 *	INTEREST	250	82.94	33	750	910.47	121	3,000	2,089.53
20 00	DIVIDENDS	0	.00		0	15.59		0	15.59-
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	171.56		0	171.56-
361 **	INTEREST & OTHER EARNINGS	250	82.94	33	750	1,097.62	146	3,000	1,902.38
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
364	DISPOSITION FIXED ASSETS								
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360 ***	MISCELLANEOUS REVENUES	250	82.94	33	750	1,097.62	146	3,000	1,902.38
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	19,405	.00		58,215	.00		232,864	232,864.00
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	19,405	.00		58,215	.00		232,864	232,864.00
381 **	INTERFUND TRANSFER	19,405	.00		58,215	.00		232,864	232,864.00
389	NON OPERATING SOURCES								
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	617-	.00		2,972-	.00		8,527-	8,527.00-
99 *	BALANCE FORWARD	617-	.00		2,972-	.00		8,527-	8,527.00-
389 **	NON OPERATING SOURCES	617-	.00		2,972-	.00		8,527-	8,527.00-
380 ***	OTHER SOURCES(NON-REV)	18,788	.00		55,243	.00		224,337	224,337.00
FUND TOTAL	STORMWATER UTILITY	144,085	130,558.23	91	431,134	459,857.43	107	1,727,903	1,268,045.57

REPORT SELECTIONS

Fiscal year . . . . . : 2019
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	33154	31087.02	94	99462	77089.82	78	.00	397853	320763.18	19
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	33154	31087.02	94	99462	77089.82	78	.00	397853	320763.18	19
13-00	OTHER SALARIES & WAGES	3674	3354.21	91	11022	10062.62	91	.00	44089	34026.38	23
13 **	OTHER SALARIES & WAGES	3674	3354.21	91	11022	10062.62	91	.00	44089	34026.38	23
14-00	OVERTIME	416	344.43	83	1248	1824.92	146	.00	5000	3175.08	37
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	416	344.43	83	1248	1824.92	146	.00	5000	3175.08	37
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	45	120.00	267	135	360.00	267	.00	550	190.00	66
20 **	CLOTHING/SHOE ALLOWANCE	45	120.00	267	135	360.00	267	.00	550	190.00	66
21-00	FICA TAXES	2635	2572.16	98	7905	6524.52	83	.00	31629	25104.48	21
21 **	FICA TAXES	2635	2572.16	98	7905	6524.52	83	.00	31629	25104.48	21
22-00	RETIREMENT CONTRIBUTIONS	3483	3218.99	92	10449	8368.61	80	.00	41798	33429.39	20
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	3483	3218.99	92	10449	8368.61	80	.00	41798	33429.39	20
23-00	LIFE/HEALTH INSURANCE	10071	7389.42	73	30213	18434.77	61	.00	120858	102423.23	15
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	10071	7389.42	73	30213	18434.77	61	.00	120858	102423.23	15
24-00	WORKER'S COMPENSATION	4833	4143.53	86	14499	11723.29	81	.00	58003	46279.71	20
24 **	WORKER'S COMPENSATION	4833	4143.53	86	14499	11723.29	81	.00	58003	46279.71	20

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	MONTH-TO-DATE BUDGET	MONTH-TO-DATE ACTUAL	MONTH-TO-DATE %EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	640	680.00	106	1920	1670.00	87	.00	7680	6010.00	22
27 **	CAFETERIA PLAN	640	680.00	106	1920	1670.00	87	.00	7680	6010.00	22
31-00	PROFESSIONAL SERVICES	9337	.00	0	27951	4374.00	16	20360.00	111994	87260.00	22
31-01	LEGAL EXPENSES	41	.00	0	123	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	525	499.68	95	1575	1245.36	79	5054.64	6300	.00	100
31 **	PROFESSIONAL SERVICES	9903	499.68	5	29649	5619.36	19	25414.64	118794	87760.00	26
34-00	CONTRACT SERVICES	600	.00	0	1800	.00	0	5000.00	7200	2200.00	69
34-10	COST OF GENERAL FUND SVCS	7861	7862.00	100	23583	23586.00	100	.00	94343	70757.00	25
34 **	CONTRACT SERVICES	8461	7862.00	93	25383	23586.00	93	5000.00	101543	72957.00	28
39-00	CONTINGENCY	555	.00	0	1665	.00	0	.00	6666	6666.00	0
39 **	CONTINGENCY	555	.00	0	1665	.00	0	.00	6666	6666.00	0
40-00	TRAVEL & PER DIEM	400	428.00	107	1200	428.00	36	.00	4800	4372.00	9
40 **	TRAVEL & PER DIEM	400	428.00	107	1200	428.00	36	.00	4800	4372.00	9
41-00	COMMUNICATION	102	122.35	120	306	168.95	55	1055.05	1224	.00	100
41 **	COMMUNICATION	102	122.35	120	306	168.95	55	1055.05	1224	.00	100
42-00	POSTAGE & FREIGHT	62	.00	0	186	85.00	46	.00	750	665.00	11
42 **	POSTAGE & FREIGHT	62	.00	0	186	85.00	46	.00	750	665.00	11
43-00	ELECTRIC/WATER/SEWER	1416	1335.68	94	4248	2284.98	54	14560.37	17000	154.65	99
43 **	ELECTRIC/WATER/SEWER	1416	1335.68	94	4248	2284.98	54	14560.37	17000	154.65	99
44-00	RENTALS AND LEASES	416	.00	0	1248	.00	0	.00	5000	5000.00	0
44 **	RENTALS AND LEASES	416	.00	0	1248	.00	0	.00	5000	5000.00	0
45-00	INSURANCE	412	.00	0	1236	2098.96	170	.00	4954	2855.04	42
45 **	INSURANCE	412	.00	0	1236	2098.96	170	.00	4954	2855.04	42

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-00	REPAIRS & MAINTENANCE	3125	757.06	24	9375	1741.62	19	5135.00	37500	30623.38	18
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	3025	8311.72	275	8647	12494.55	145	.00	35873	23378.45	35
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	6150	9068.78	148	18022	14236.17	79	5135.00	73373	54001.83	26
47-00	PRINTING & BINDING	83	235.10	283	249	235.10	94	235.10-	1000	1000.00	0
47 **	PRINTING & BINDING	83	235.10	283	249	235.10	94	235.10-	1000	1000.00	0
49-00	OTHER CHARGES & OBLIG.	208	.00	0	624	.00	0	.00	2500	2500.00	0
49-07	BAD DEBT EXPENSE	833	183.30-	22-	2499	1155.08-	46-	.00	10000	11155.08	12-
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	1041	183.30-	18-	3123	1155.08-	37-	.00	12500	13655.08	9-
52-00	OPERATING SUPPLIES	1178	1015.28	86	3534	3535.24	100	7951.39	14144	2657.37	81
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	1911	1714.18	90	5733	3809.56	66	.00	22934	19124.44	17
52-33	EMPLOYEE HEALTH CENTER	266	217.84	82	798	412.25	52	2787.75	3200	.00	100
52 **	OPERATING SUPPLIES	3355	2947.30	88	10065	7757.05	77	10739.14	40278	21781.81	46
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	91	650.00	714	273	650.00	238	.00	1100	450.00	59
54 **	MEMBERSHIP/PUBLICATIONS	91	650.00	714	273	650.00	238	.00	1100	450.00	59
55-00	TRAINING	375	10.00	3	1125	10.00	1	.00	4500	4490.00	0
55 **	TRAINING	375	10.00	3	1125	10.00	1	.00	4500	4490.00	0
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	52299	.00	0	156264	.00	0	6960.94	626961	620000.06	1
63 **	INFRASTRUCTURE	52299	.00	0	156264	.00	0	6960.94	626961	620000.06	1
64-00	MACHINERY & EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
69-99	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TRANSFER TO GEN FUND 001	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 423	TOTAL *********										
	STORMWATER UTILITY	144072	75885.35	53	431095	192063.04	45	68630.04	1727903	1467209.92	15
GRAND	TOTAL *********										
		144072	75885.35	53	431095	192063.04	45	68630.04	1727903	1467209.92	15

FY 2019 Budget by Classification Report - Summary Listing

Through 12/31/18

Target for December is 25%

FUND 426 - WATER/SEWER CAPITAL PROJECTS 2018B

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
MISCELLANEOUS (INTEREST)	$ -	$ -	$ 4,928	$ (4,928)	100%
OTHER SOURCES (NON-REVENUE)	$ 27,227,500		$ 41,472,377	$ (14,244,877)	152%
REVENUE TOTALS	**$ 27,227,500**	**-**	**$ 41,477,305**	**$ (14,249,805)**	**152%**
EXPENSE					
CAPITAL OUTLAY	$ 27,227,500	$ 946,005	$ -	$ 26,281,495	3%
EXPENSE TOTALS	**$ 27,227,500**	**$ 946,005**	**$ -**	**$ 26,281,495**	**3%**
REVENUE TOTALS	**$ 27,227,500**	**$ -**	**$ 41,477,305**	**$ (14,249,805)**	**152%**
EXPENSE TOTALS	**$ 27,227,500**	**$ 946,005**	**$ -**	**$ 26,281,495**	**3%**
	$ -	**$ (946,005)**	**$ 41,477,305**	**$ (40,531,301)**	

*In November and December of 2018 there was a shift in Revenue and Expense Budgets from Fund 421 Water/Sewer to Fund 426 Water/Sewer Capital Projects 2018B, for tracking all Utility Bond related projects.

FUND 426 WS CPTL PROJ 2018B

ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	1,138.15		0	4,928.07		0	4,928.07-
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	0	1,138.15		0	4,928.07		0	4,928.07-
360 ***	MISCELLANEOUS REVENUES	0	1,138.15		0	4,928.07		0	4,928.07-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	41,472,377.00		0	41,472,377.00-
91 *	TRANSFER FROM	0	.00		0	41,472,377.00		0	41,472,377.00-
381 **	INTERFUND TRANSFER	0	.00		0	41,472,377.00		0	41,472,377.00-
384	DEBT PROCEEDS								
00 00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	2,475,228	.00		4,950,456	.00		27,227,500	27,227,500.00
99 *	BALANCE FORWARD	2,475,228	.00		4,950,456	.00		27,227,500	27,227,500.00
389 **	NON OPERATING SOURCES	2,475,228	.00		4,950,456	.00		27,227,500	27,227,500.00
380 ***	OTHER SOURCES(NON-REV)	2,475,228	.00		4,950,456	41,472,377.00	838	27,227,500	14,244,877.00-
FUND TOTAL	WS CPTL PROJ 2018B	2,475,228	1,138.15		4,950,456	41,477,305.07	838	27,227,500	14,249,805.07-

REPORT SELECTIONS

Fiscal year . . . . . : 2019
Fund . . . . . : 426
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 426 WS CPTL PROJ 2018B

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	2475228	927731.00	38	4950456	946004.56	19	1379929.70	27227500	24901565.74	9
63 **	INFRASTRUCTURE	2475228	927731.00	38	4950456	946004.56	19	1379929.70	27227500	24901565.74	9
64-00	MACHINERY & EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 426	TOTAL *********										
	WS CPTL PROJ 2018B	2475228	927731.00	38	4950456	946004.56	19	1379929.70	27227500	24901565.74	9
GRAND	TOTAL *********										
		2475228	927731.00	38	4950456	946004.56	19	1379929.70	27227500	24901565.74	9